

William 4933

Jeremy Nelson

Presented by
Chester Nelson,
Lincoln, Me.

To
Coras A. Turner-Hunt.

and 15 years





THE
MERCHANT'S ASSISTANT,

AND

CLERK'S NEW MAGAZINE;

CONTAINING

THE MOST USEFUL AND NECESSARY

FORMS OF WRITINGS,

THAT OCCUR IN THE

TRANSACTIONS OF BUSINESS BETWEEN MAN AND MAN;

AND MOST OF WHICH

ARE CALCULATED TO BE OF PRACTICAL UTILITY,

AS WELL TO THE

CITIZENS OF THE OTHER UNITED STATES,

AS OF THE

STATE OF MAINE:

COLLECTED FROM THE MOST APPROVED AUTHORITIES.

BY N. G. JEWETT AND DANIEL CLARKE.

PORTLAND:

PRINTED BY TODD AND SMITH.

1824.

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DISTRICT OF MAINE, ss.

***** BE IT REMEMBERED, That on this tenth day of
April, in the year of our Lord one thousand eight hun-
L. S. dred and twenty-four, and the forty-eighth year of the
Independence of the United States of America, NA-
***** THANIEL G. JEWETT and DANIEL CLARKE, of
the District of Maine, have deposited in this Office, the title of a Book,
the right whereof they claim as Authors, in the words following, viz :

“The Merchant’s Assistant, and Clerk’s New Magazine ; contain-
ing the most useful and necessary forms of writings, that occur in the
“ transactions of business between Man and Man ; and most of
“ which are calculated to be of practical utility, as well to the citizens
“ of the other United States, as of the State of Maine : Collected from
“ the most approved authorities. By N. G. Jewett and Daniel Clarke.
“ Portland : Printed by Todd & Smith, 1824.”

In conformity to the Act of the Congress of the United States, entit-
led, “An Act for the encouragement of learning, by securing the copies
“ of maps, charts, and books, to the authors and proprietors of such
“ copies, during the times therein mentioned ;” and also, to an act, en-
titled, “An Act supplementary to an act, entitled, an act for the en-
“ couragement of learning, by securing the copies of maps, charts and
“ books, to the authors and proprietors of such copies, during the times
“ therein mentioned, and extending the benefits thereof to the arts of
“ designing, engraving, and etching historical and other prints.”

JOHN MUSSEY, { Clerk of the District
Court of Maine.

A true copy as of record :

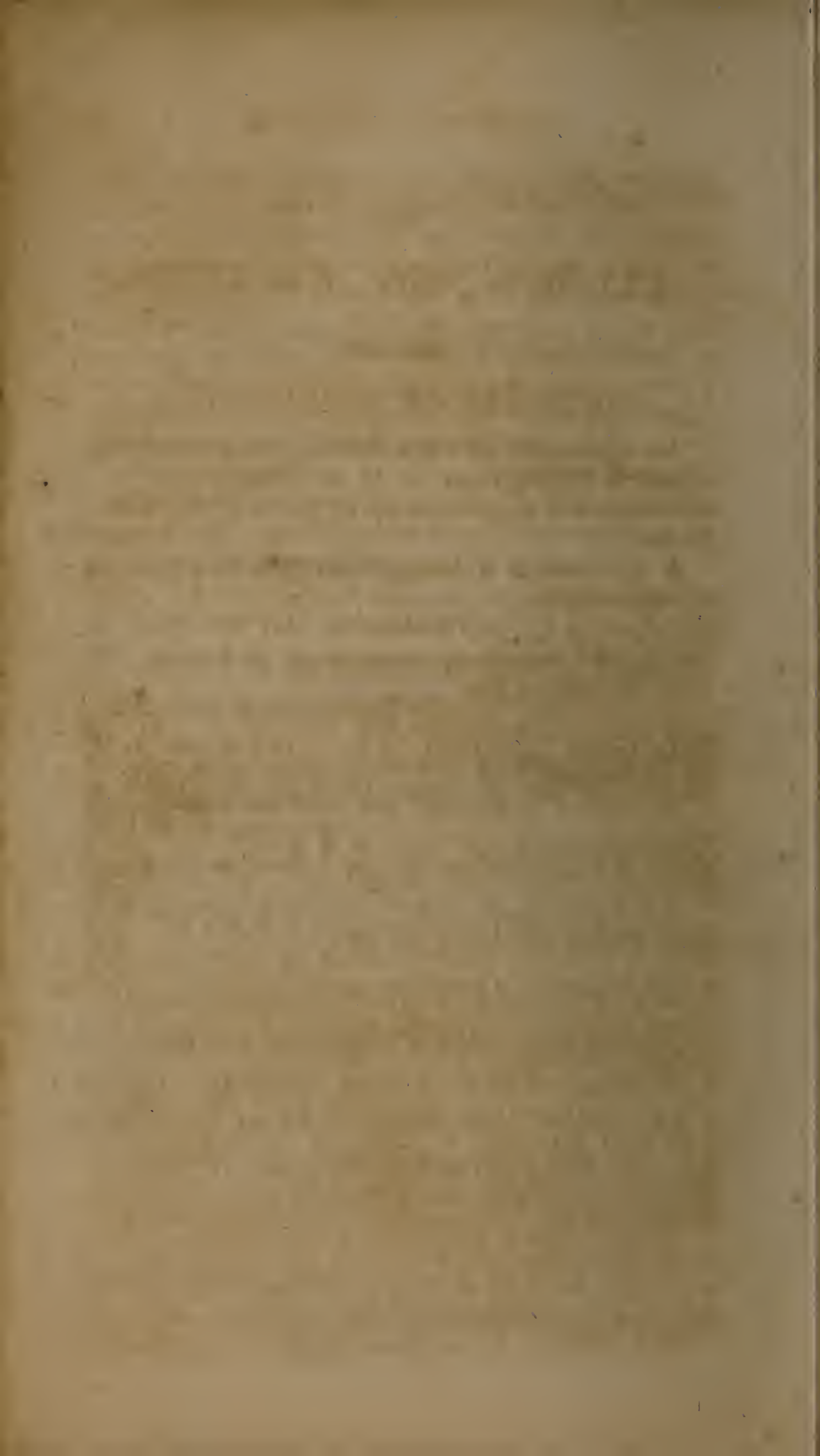
Attest, J. MUSSEY, Clerk D. C. Maine.

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ADVERTISEMENT.

18.6.11
Believing, as we do, that the value of a work of this kind can be estimated only by its utility, we shall not attempt by a labored preface to magnify its importance, or to swell its merits by a long list of recommendations, extorted from the politeness and good feelings of those, over whose signatures they appear. It is enough, if the Farmer, the Mechanic, the Tradesman, the Merchant, and the man of business of every description, shall gather from its pages instruction and assistance in managing the concerns of his own department. That such a work is, at the present time, much wanted, it needs no argument to prove, and this is now offered to the public at a reduced price from that of almost every publication that falls within the compass of Law.



THE
CLERK'S NEW MAGAZINE.

ARTICLES OF AGREEMENT.

An agreement is, when two or more minds are united in a thing done or to be done, or where a mutual assent is given to do or not to do a particular act. *Pl. Com.*

A contract is a bargain between two persons, where one thing is given for another, which is called *Quid pro quo*; and if there be not one thing for another, or some consideration, it is a nude contract, or void in law.

An agreement without satisfaction is as nothing; and a forced agreement of the party is accounted no agreement. *Sum: Laws Eng.*

Articles of agreement are used for ascertaining what is mutually agreed upon by the parties thereto, either in respect to the sale of estates, performance of work, service or any other thing contracted to be done, in consideration of money, wares, &c. And here it is always safest either to have separate bonds in sufficient penalties, or an obligatory penal clause inserted in the body of those articles, for the true performance of what is therein contracted.

No action shall be brought, whereby to charge any person upon any agreement made upon consideration of marriage, or upon any agreement that is not to be performed within the space of one year from the making thereof, unless the agreement upon which such action shall be brought, or some memorandum or note thereof, shall be in writing, and signed by the party to be charged therewith, or some other person thereunto by him lawfully authorised.

Laws of Maine.

No contract for the sale of any goods, wares or merchandizes, for the price of thirty dollars, or more, shall be allowed to be good in law, except the purchaser shall accept part of the goods, so sold, and actually receive the same, or give something in earnest, to bind the bargain, or in part payment, or that some note or memorandum in writing of the said bargain be made and signed by the parties to be charged by such contract, or their agents, thereunto lawfully authorised.

Laws of Maine.

A single penny given in earnest, and accepted by the seller, confirms any agreement for the sale of goods, &c. though of the greatest value.

Noy's Max.

Articles of Agreement.—A General Form.

Articles of agreement, made and concluded the — day of — in the year of our Lord one thousand eight hundred and twenty — by and between A B, of &c. on one part, and C D, of &c. on the other part, witness,

That the said A B, for the consideration hereafter mentioned, hath agreed and doth hereby covenant and agree that —

And the said C D, on his part, doth hereby covenant and agree, &c.

To the true and faithful performance of the several covenants and agreements aforesaid, the parties aforesaid do hereby respectively bind themselves and their respective heirs, executors and administrators, each to the other, his executors and administrators, in the penal sum of — And in testimony whereof they have hereunto *interchangeably** set their hands and seals, the day and year above (or first above) written.

<i>Signed, sealed and delivered,</i>	}	A B	(L. S.)
<i>in presence of us,</i>		C D	(L. S.)

* When this word is inserted, it shews that there ought to be two draughts executed, viz. one for each party.

Articles for the Sale of an Estate, with a Penal Clause for Performance of Covenants.

Articles of agreement, made and concluded, the — day of — in the year of our Lord — by and between E B, of &c. of the one part, and C D, of &c. of the other part, as followeth:

First, The said E B in consideration of the sum of \$500, to be paid as is hereinafter mentioned and agreed, doth covenant and agree with the said C D, that he the said E B shall, on or before the — day of — next ensuing, by a good and sufficient deed or instrument in writing, to be by him the said E B, at his own cost and charge, duly made and executed, according to law, grant, convey and confirm unto him the said C D, his heirs and assigns, (*Here describe the premises.*)

And the said C D for himself, his heirs, executors and administrators, doth covenant, promise, and grant, to and with the said E B, his heirs and assigns, that he the said C D shall and will, on executing the said conveyance, pay or cause to be paid to the said E B his heirs or assigns, the said sum of \$500, as and for the purchase money, for the said messuage and premises above mentioned.

And it is further agreed by and between the said parties to these presents, that the said C D his heirs and assigns, shall and may, on or before &c. next, enter into and upon the said messuage and premises, and from thence receive and take the rents, issues and profits thereof, to his and their own uses.

And lastly, For the due performance of the several covenants and agreements aforesaid, the parties aforesaid do hereby respectively bind themselves, their heirs, executors and administrators, each to the other, his executors, administrators and assigns, in the penal sum of \$1000. In testimony whereof they have hereunto interchangeably set their hands and seals, the day and year above written.

Signed, &c.

Articles for the Building or Rebuilding of Mills.

Articles of agreement, indented, made and concluded by and between E B, of &c. C D, of &c. and E F, of &c. of the one part, and G H, of &c. of the other part.

First, The said G H, for the considerations hereinafter mentioned, doth covenant and agree with the said E B, C D and E F, and each and every of them, their, each and every of their executors, administrators and assigns, that he the said G H shall, on or before &c. next ensuing the day of the date of these presents, repair and go to &c. and there in a good and workmaulike manner, according to the best of his art and skill, by and with the directions of the said E B, C D and E F, or the one of them, well and sufficiently build, (or rebuild,) or cause to be built (or rebuilt) the mills of &c. with such materials and workmen to be employed under him, as they the said E B, C D and E F, or any of them, their, or any of their executors, administrators, or assigns, shall find, appoint, and provide for the same.

In consideration whereof, they the said E B, C D and E F, do hereby, for themselves, their and every of their heirs, executors, and administrators, covenant and agree with the said G H well and truly to pay, or cause to be paid to the said G H, his executors, administrators or assigns, for all such time as he shall be employed by them the said E B, C D and E F, or any of them, in building (or rebuilding) the mills aforesaid, weekly and every week, the wages of six dollars a week, and so in proportion for a less time than a week, to be paid to him the said G H, by the said E B, C D and E F, some or one of them, at &c. And also that they the said E B, C D and E F, some or one of them, shall and will pay, or cause to be paid, to him the said G H over and above the wages aforesaid, the sum of fifty dollars, in manner following, (that is to say) twenty-five dollars, one half thereof to be paid him down in hand, and the

ARTICLES OF AGREEMENT.

other twenty-five dollars to be paid on the finishing of the building (or rebuilding) of the mills aforesaid, to the satisfaction and good liking of them the said E B, C D and E F, their executors, administrators or assigns, or any of them.

And lastly, The said G H, doth covenant, promise and agree, to and with the said E B, C D and E F, their executors, administrators and assigns, and every of them, by these presents, that he, the said G H, shall not absent or depart from the work and building, (or rebuilding) aforesaid, without leave in writing, first had and obtained from the said E B, C D, and E F, some or one of them, for the doing thereof, on pain of forfeiting for every day of such absence, the sum of one dollar, to be stopped and deducted by the said E B, C D and E F, some or one of them, their, some or one of their executors, administrators or assigns, out of the wages aforesaid. *In witness, &c.*

Signed, &c.

Agreement for Building a House.

BE it remembered, That on this — day of — it is agreed between A B, of, — and C D, of — in manner and form following, *to wit* : the said C D, for the considerations hereinafter mentioned, doth for himself, his heirs, executors and administrators, covenant with the said A B, his executors, administrators and assigns, that he the said C D, or his assigns, shall and will within the space of — next after the date hereof, in a good and workmanlike manner, and according to the best of his knowledge and skill, at — well and substantially erect, build, and finish one house or messuage, according to the draught or scheme hereunto annexed, of the dimensions following, viz. &c. and compose the same with such stone or brick, timber and other materials, as the said A B or his assigns, shall find and provide for the same: *In consideration* whereof, the said A B doth for himself, his executors and administrators, covenant with

the said C D, his executors, administrators and assigns, well and truly to pay unto the said C D, his executors, administrators and assigns, the sum of — lawful money of — in manner following, *to wit* :— part thereof, at the beginning of the said work, — more, another part thereof, when the said work shall be half done, and the remaining — in full for the said work, when the same shall be completely finished: *And* also that he, the said A B, his executors, administrators or assigns, shall and will, at his and their own proper expense, find and provide all the stone, brick, tile, timber and other materials necessary for making and building of the said house. To the true and faithful performance of the several articles and agreements above mentioned, the said A B and C D do hereby respectively bind themselves, their heirs, executors, and administrators, each to the other, in the penal sum of — *In witness, &c.*

Signed, &c.

Agreement for Copy Right.

This indenture of agreement, made and concluded this — day of — A. D. — by and between A B, of &c. on one part, and C D, of &c. on the other part, *Witnesseth,*

That the said A B, for the consideration hereafter mentioned, hath agreed to sell and convey, and doth by these presents sell and convey to the said C D, his heirs and assigns, the sole right of printing, reprinting, publishing and vending a book whereof he the said A B is author, entitled — for the whole period that the same is secured to him by act of the Congress of the United States, and more especially by an act, entitled, an “ Act for the encouragement of learning, by securing the Copy of Maps, Charts and Books, to the Authors or Proprietors of such Copies, during the times therein mentioned; and also, to an act, entitled, “ an Act supplementary to an act, entitled, an act for the encouragement of

learning, by securing the copies of Maps, Charts and Books to the authors and proprietors of such copies, during the times therein mentioned, and extending the benefits thereof to the arts of designing, engraving, and etching historical and other prints." And he the said A B, doth hereby covenant with the said C D, that before the publication of said Book, he deposited a printed copy of the Title thereof, in the Clerk's Office of the District Court, wherein he the said A B then resided, and did also publish a copy of the Record thereof within the time, and in the manner, directed by said act; and did also lodge a copy thereof in the office of the Secretary of State, as by said act is directed.

[And the said A B doth further covenant and agree with the said C D, to make such corrections and amendments to each and every future edition of said work, as shall appear (or as shall be suggested by said C D) to him, previous to the printing of the same, to be necessary and useful.]

And the said C D, on his part, for himself, his heirs, executors and administrators, doth hereby covenant and agree to pay to the said A B, on or before the — day of — the sum of — in manner following, that is to say &c. And they do further covenant and agree to pay and deliver to the said A B, or his order, — copies, well bound and lettered, out of every edition not exceeding — hundred copies, which they shall print, and so in proportion for any edition of a larger number.

In testimony whereof, the parties aforesaid, have hereunto, interchangeably set their hands and seals, the day above written.

Signed, &c.

ASSIGNMENTS.

An Assignment is the transferring and setting over to another, of some right, title or interest in things, in which a person not a party to the assignment, has a concern and interest. The person assigning is called the Assignor, and he to whom the assignment is made, the Assignee.

If a person hath a term for years, he cannot assign it, unless he be actually in possession; and if he be not, the assignment must be executed upon the premises intended to be assigned. *Co. Lit.* 46, 47.

Upon an assignment of a lease for years, the lesser may, at his election, charge either the lessee or assignee with the rent; but if he accept rent from the assignee, knowing of the assignment, he hath determined his election, and cannot afterwards charge the lessee for rent growing due. *3 Rep.* 23.

Assignment of a bond by endorsement.

Know all men by these presents, *That* I, L M, of &c. in consideration of the sum of —, paid to me by A B, of &c. have granted, bargained, sold, transferred and assigned, and by these presents, do grant, &c. unto the said A B, the within written bond and obligation, being a bond made and executed to me by E D, of &c. and conditioned for the payment of —. And I do hereby constitute and appoint the said A B, my attorney irrevocable, with full power to ask, demand, and if need, to sue for, recover and receive the principal and interest due upon the same to his own use, and when payment shall be made, to cancel the said bond, and give a release or releases, discharge or discharges, for the same. *And* I do grant to my said attorney, power of substituting one or more attornies under him, if he see fit, engaging to ratify and confirm whatever he shall lawfully do in and about the premises.

In witness &c.

Assignment of a Lease.

To all to whom these presents shall come,

Greeting.

Whereas G H, of —, on the — day of —, by an indenture of lease of that date, made between him, the said G H, on one part, and L M of —, on the other part, for a certain consideration therein mentioned, did grant, lease, and farm let, &c. (*here describe the premises*) for and during the term of — years, as in and by the said lease, relation thereto being had, will fully appear: And whereas the said L M hath agreed to assign and make over to the said G H, the premises aforesaid:

Therefore know ye, That I, the said L M, for and in consideration of the sum of —, to me in hand paid by the said G H, have granted, transferred, assigned and made over, and do hereby grant, &c. to the said G H, his heirs, executors, administrators and assigns, the said [*premises*] above described, and every part or parcel thereof, for and during all the residue and remainder of the said term of —.

To have and to hold the said (*premises*) to him the said G H, his heirs and assigns, with all the privileges and appurtenances thereto belonging, in as full and ample manner, to all intents and purposes, as I the said L M might hold and enjoy the same by virtue of the lease aforesaid. And I do for myself, my heirs, executors and administrators, covenant with the said G H, his heirs and assigns, that I have good right, full power and lawful authority to assign the said (*premises*) to him, the said G H, to hold as aforesaid. And that he, the said G H, his executors, administrators and assigns, paying the rent, and performing the conditions and covenants in said lease mentioned to be on my part performed, shall and may, during the residue of the term aforesaid, peaceably and quietly have, hold, occupy, possess and enjoy the said (*premises*) with the appurtenances, without any let, trouble or molestation by or from me,

the said L M, my heirs, executors or administrators, or any other person or persons lawfully claiming the same by, from or under me, them or any of them.

In witness, &c.

Another, by indorsement.

Know all men by these presents, That I, W M, of —, in consideration of the sum of —, to me paid by W S, of —, have granted, assigned, transferred and made over, and do hereby grant, &c. to the said W S, his heirs and assigns, the within described premises (or —, described in the within written lease, for and during the term of —; or all the residue and remainder of the term therein mentioned.)

To have and to hold the same, with the privileges and appurtenances thereof, to the said W S, in as full and ample manner as the same is conveyed to me, (or as I might hold and enjoy the same by the within lease) he the said W S, his heirs, executors or administrators performing the conditions and covenants therein, of me required.

And I do covenant with the said W S, his heirs and assigns, That I have good right to assign the said (*premises*) as aforesaid, and that he, the said W S, shall and may hold and enjoy the said (*premises*) for and during the residue of the term aforesaid, free of all molestation from me, my heirs, executors or administrators, or any person or persons lawfully claiming the same under me or them, or any of them.

In witness, &c.

Assignment of a Mortgage.

To all people to whom these presents shall come. I, C D, of —, &c. send greeting.

Whereas A B, of —, on the — day of —, by his deed of mortgage of that date, for the consideration of —, did grant, bargain, sell and convey to me the said C D, my heirs and assigns, (*here recite the premises*) to have and to hold the same to me the said C D, my heirs and assigns, forever, upon the

conditions hereafter mentioned, viz. That he the said A B should — pay, &c. (*here insert the condition.*) And whereas I have agreed to assign the said mortgage to the said W S, of — : *Therefore know ye*, That I the said C D, in consideration of the sum of —, to me in hand paid before the en-sealing hereof, by the said W S, do by these presents grant; bargain, sell, transfer, assign and make over to the said C D, his heirs and assigns forever, the said (*premises.*) To have and to hold the same to him the said W S, his heirs and assigns forever, as fully and in as ample manner as I, the said C D, my heirs or assigns might hold and enjoy the same by virtue of the mortgage deed aforesaid, and no otherwise. And I do for myself, my heirs, executors and administrators, hereby authorise and empower the said W S, his heirs, executors and administrators, to receive to his and their own use the sum, or sums, mentioned in the condition of said deed, whenever the same shall be tendered or paid to him or them by the said A B, his heirs, executors or administrators, agreeably thereto, and to discharge the said mortgage, or re-convey the premises upon redemption thereof, as by law is provided, as fully to all intents and purposes as I, the said C D, my heirs, executors or administrators might, or ought, to have discharged or re-conveyed the same in case of such tender, payment or redemption, as if this assignment had not been made. And I do for myself, my heirs, executors and administrators, covenant with the said W S, his heirs and assigns, that I have good right to assign the said (*premises*) as aforesaid, and that he, the said W S, shall and may have, hold, occupy, possess and enjoy the same (subject however to the right of redemption as by law in such cases is provided) against the lawful claim of all persons. *In witness, &c.*

Assignment of a Man's whole Estate in Consideration of several Debts and Engagements.

To all People to whom these presents shall come, I, B C, of —, send greeting. *Whereas* I am indebted unto G H, of —, in the sum of —, and the said G H and one C D, of —, stand jointly and severally engaged for me, the said B C, in several bonds or obligations for several sums of money: *Now know ye*, That I, the said B C, for and towards the payment and satisfaction of the said monies, and for divers other good causes and considerations me thereunto moving, *have* granted, assigned, bargained and sold, and by these presents *do* freely and absolutely grant, &c. unto the said G H and C D, all and all manner of goods, chattels, debts, monies and all other things of me, the said B C, whatsoever, as well real as personal, of what kind, nature or quality soever: *To have and to hold* the same, and every part and parcel thereof, unto them the said G H and C D, their executors, administrators and assigns forever. *In witness, &c.*

OF ARBITRATIONS AND AWARDS.

That act, by which parties refer any matter in dispute between them to the private decision of another party, is called a *submission*; the party, to whom the reference is made, an *Arbitrator* or *Arbitrators*. The judgment given or determination made by an arbitrator or arbitrators, is termed an award.

Jac. L. Dic.

It is necessary, in most cases, that the award be in writing.

By a law of the State of Maine, it is provided, That when any persons, who may have a dispute of what nature soever, shall agree to have the dispute determined by referees mutually chosen by the parties for the purpose, it shall and may be lawful for the person or persons making the demand in the

action, to make out a particular statement thereof under his or their hands in writing, and to lodge the same with some one Justice of the Peace; and the said Justice of the Peace, upon application of the parties for the purpose, shall make out an agreement to be annexed to the aforesaid demand, and to be by them or their lawful agents or attornies, subscribed and acknowledged in substance as follows: Town of —, in the county of —, 18 —. Know all men, that A B, of —, in the county of —, and C D, of —, in the county of —, have agreed to submit the demand made by the said A B against the said C D, which is hereunto annexed, (and all other demands, as the case may be,) to the determination of E F, G H and J K, the report of whom, or the major part of whom, being made as soon as may be to any Court of Common Pleas, to be holden in and for the said county of —, judgment thereon to be final. And if either of the parties shall neglect to appear before the referees, after proper notice being given them, of the time and place appointed by the referees, for hearing the parties in this action, the referees shall have power to proceed ex parte. A B and C D.— S— ss. 18

Then the abovenamed A B and C D personally appeared and acknowledged the above instrument by them subscribed to be their free act. Before me, L M, Justice of the Peace.

It is further provided, That the determination of the referees shall be made to the next C. C. P. to be holden in and for the county in which the Justice of the Peace lived at the time he issued the agreement, unless the parties shall agree that the said determination may be made known, prior to its being made to the C. C. P.; in which case the referees may make it known and the party so found indebted may discharge himself therefrom and prevent further process, by properly paying the sum awarded.

Form of an Award.

We the subscribers, referees, appointed by the foregoing rule, having duly notified the parties therein named, met them at the dwelling house of — in —, this — day of —, and having heard their several pleas, proofs, and allegations, and maturely considered the same, do award and determine, and this is our final award and determination in the premises, that the said A B do recover of the said C D, the sum of — damage, and costs of reference taxed at —, (the costs of Court to be taxed by the Court :) all which is humbly submitted.

E F, }
 G H, } *Referees.*
 J K, }

NOTE. Bonds are sometimes mutually given, with or without surety, to bind the parties more strongly to the performance of the award. See under the article Bonds.

BILLS OF SALE.

SEE AMONG MERCANTILE FORMS.

Of Bonds and the Conditions thereof.

A Bond or Obligation, is a deed whereby the *obligor*, or person bound, obliges himself, his heirs, executors and administrators, to pay a certain sum of money to another (the *obligee*) at a day appointed.

Jac. L. Dic.

If the bond be without a condition, it is called a single one ; but there is generally a condition added, that if the obligor does some particular act, the obligation shall be void, or else shall remain in full force ; as payment of rent, performance of covenants in a deed, or repayment of a principal sum of money borrowed of the obligee, with interest ; which principal sum is usually one half of the penal sum specified on the bond.

Ibid.

The condition is commonly at the foot of the obligation.

If no place is mentioned for payment of the money specified in a condition, the obligor, on pain of forfeiting his obligation, is to find out the person of the obligee, if he be in the State, and tender the money ; but where a place is mentioned, he is not obliged to seek any further. *Dy. 14. 271.*

A Bond, with a Condition from One to One.

Know all men by these presents, that I, C D, of &c. in the county of &c. am held and stand firmly bound and obliged to E F, of &c. in the sum of two hundred dollars to be paid to the said E F, his executors, administrators or assigns ; to the which payment, well and truly to be made, I bind myself, my heirs, executors, and administrators, firmly by these presents : Sealed with my seal. Dated the — day of —, in the year of our Lord one thousand eight hundred and

The condition of this obligation is such, That if the above bound C D, his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid, unto the above named E F, his executors, administrators or assigns, the full sum of one hundred dollars, with legal interest for the same, on or before the — day of — next ensuing the date hereof : Then this obligation to be void, or otherwise to be and remain in full force and virtue.

Signed, &c.

A Bond, with a Condition from Two to One.

Know all men by these presents, that we, C D, of &c. and E F, of &c. are held and stand firmly bound to G H, of &c. in three hundred dollars, to be paid to the said G H, his executors, administrators or assigns ; to the which payment well and truly to be made, we bind ourselves, and each of us, by himself, *(if one of the obligors be a woman, write thus, viz. :*

by him and herself) for and in the whole, our heirs, executors and administrators, and each of us, firmly by these presents : Sealed with our seals. Dated, &c.

The condition of this obligation is such, That if the above bound C D and E F, or either of them, their, or either of their heirs, executors or administrators, do and shall well and truly pay, or cause to be paid, to the said G H, his executors, administrators or assigns, the full sum of one hundred and fifty dollars, with legal interest for the same, on or before the, &c. which shall be in the year of our Lord &c. Then &c. Otherwise &c.

NOTE. In case of a Bond from Three to One, One to Two, Two to Two, Three to Three &c. the necessary variations from One to One &c. may easily be made, so as to answer every need.

A Bail Bond.

Know all men by these presents, that we G H, of &c. J K, of &c. and L M, of &c. are held and firmly bound to N O, Esq. Sheriff of the county of — aforesaid, in the sum of one hundred dollars, to be paid to the said sheriff, his executors, administrators or assigns ; for which payment well and truly to be made, we bind ourselves, and every of us by himself, for and in the whole, our heirs, executors and administrators, and of every of us, firmly by these presents. Sealed with our seals. Dated the &c. in the — year of our Lord &c.

The condition of this obligation is such, That if the above bound G H, do appear before the Justices of the — Court of —, which is to be holden at —, within and for the said county of —, on the — Tuesday of &c. to answer to R S, Esq. in a plea of — (*here pursue the words, or set forth the substance of the writ.*) As set forth in the writ, and shall abide the order and judgment of the Court thereon. Then

this obligation to be void : Otherwise to be and remain in full force and virtue.

NOTE. By the Laws of the State of Maine, it is provided, that when bail is given in any civil action, and judgment obtained against the defendant, the officer, who may receive the execution issued upon the same, shall give notice to the bail personally, or in writing, (if he be living in the same county,) at least fifteen days before the expiration thereof, certifying that he cannot find the debtor, nor whereof to satisfy the execution ; and the person who may have become bail, may commit the debtor to gaol in the same manner, as the officer might have done, being allowed fifteen days, within which time he must deliver a copy of the writ or process, whereby the original arrest was made. He may also commit or deliver the debtor after *scire facias* is issued, at any time before final judgment, by paying costs. Bail is not discharged by such commitment unless he shall have left a notice in writing of the same, with the plaintiff or his attorney, within fifteen days after commitment. Bail may at any time before final judgment in the original suit, bring the principal into court, and deliver him into custody.

The Condition of an Arbitration Bond.

The condition of this obligation is such, That whereas, the above named A B and C D, have this day agreed to submit to the arbitrament and final determination of E F, of &c. G H, of —, and J K, of —, the demand made by the said A B, against the said C D, which is to said agreement in writing annexed, to wit: (*Here insert the demand.*) (*If the reference is concerning all demands, then say, and all demands, actions, or causes of action and disputes of what nature and kind soever, which now remain unsettled by and between said parties.*) Now if the above bound A B, his heirs, executors or administrators, and every of them, for and on his and their part and behalf, shall well and truly stand to, abide by, perform, fulfil and keep the award and final determination of said referees, according to the true intent thereof, then this obligation to be avoid : otherwise &c.

A Condition of a Bond to be given by one who commences an Action of Replevin.

The condition of the above obligation is such, That whereas the said C D hath this day commenc-

ed against the said S P, an action of replevin, for (*here insert the beasts, goods or chattels*) which he says the said S P hath unlawfully taken.

Now therefore, if the said C D shall prosecute the said replevin to final judgment, and pay such damages and costs as the said S P shall recover against him ; and also return and restore the same goods and chattels in like good order and condition as when taken, in case such shall be the final judgment ; then the said obligation to be void. Otherwise &c.

A Condition of a Bond of Indemnity, on a Sheriff's granting a Replevin.

The condition of this obligation is such, That if the above bound A B do appear at the next county court to be holden at —, in the county of &c. aforesaid, and then and there prosecute his action with effect against C D for the taking and detaining his cattle, *that is to say*, one cow, two horses, &c. [*Here set forth the goods taken*] and do also make return thereof, if a return shall be adjudged by law ; and also do keep harmless, and indemnify the above named sheriff, his under sheriffs and bailiffs for, touching and concerning the replevying and delivery of the said cattle, &c. Then &c. Otherwise &c.

NOTE. A larger number of forms under this head is deemed unnecessary, in as much as, the beginning and ending of every obligation is the same. The intervening part alone must be varied to suit the nature of the case.

OF CONVEYANCES.

A conveyance is a deed which passes or conveys land from one man to another.

The most common conveyances now in use are Deeds of Warranty, Quitclaim, Mortgage, Lease, Release and Will.

OF COVENANTS.

A Covenant is the consent or agreement of two or more, by deed in writing, sealed and delivered.

All covenants between persons, must be to do what is possible and lawful, or they will not be binding.

Jacob's Dict.

All covenants must, as to time and place, be exactly performed, and no cause of action can arise from thence till some breach thereof.

If no time be limited for the doing of a thing, it shall be done in a reasonable time.

Where one, by his own act, disables himself to perform a covenant, it is a breach of it.

Wood's Inst.

NOTE. A covenant is most generally a *part* only of the instrument in which it is contained, as in a Deed of Warranty, Lease, &c. The warrantor, lessor, &c. covenants that he has good right and lawful authority to do the same—that the premises are free of all incumbrances &c. It is therefore unnecessary to insert, under this head, forms that are only a repetition of what may be found in the body of other writings.

OF DEEDS.

A Deed is an instrument sealed and delivered, comprehending a contract or bargain between party and party.

Wood's Inst.

It is requisite that a deed be founded upon good and sufficient consideration, and made by persons able to contract and be contracted with.

Black. Com.

Of deeds there are two sorts, deeds *indented*, and deeds *poll*. A deed *indented* is defined to be “a deed consisting of two or more parts, in which it is expressed that the parties have, to every part thereof interchangeably set their several seals.” A deed *poll* is a deed testifying that only one of the parties to the agreement hath put his seal to the same,

where such party is the principal or only person, whose consent or act is necessary to the deed.

Jacob's Dict.

NOTE.—By a decision of the S. J. C. of the State of Maine it has been determined that a deed under seal, duly executed, acknowledging the receipt of the consideration thereof, is an estoppel to all verbal testimony to the contrary.

Warrantee Deed.

Know all men by these presents, That I, A B, of, &c. in consideration of the sum of —, paid me by C D, of &c. the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said C D, his heirs and assigns forever. (*Here insert the premises.*) *To have and to hold*, the aforegranted and bargained premises, with the privileges and appurtenances thereof, to him, the said C D, his heirs and assigns, to his and their use and behoof forever. And I do covenant with the said C D, his heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the said C D, to hold as aforesaid; and that I will warrant and defend the same to the said C D, his heirs and assigns forever, against the lawful claims and demands of all persons.

[And S, wife of the said A B, in consideration of ten cents, to her paid, the receipt whereof she doth hereby acknowledge, doth hereby release to the said C D, his heirs and assigns, all her right and title of dower in the aforegranted premises.]*

In witness whereof, I, the said A B, have hereunto set my hand and seal, the — day of, &c.

Signed, sealed and delivered, } A B.
in presence of us, }

C—, ss. 18 . Personally appeared and acknowledged the above instrument to be his free act, and deed. Before me, Just. of the Peace.†

* When the person giving the deed has no wife, at the time of giving the same, the covenant concerning dower may be omitted.

† All deeds must be thus acknowledged. See *Laws of Maine*.

Quitclaim Deed.

Know all men, &c. (*as in the preceding*)—do hereby remise, release, and forever quitclaim unto the said C D, his heirs and assigns, all the right, title and interest, which I have in and to (*here insert the premises.*) To have and to hold the same, together with all the privileges and appurtenances thereto belonging, to him the said C D, his heirs and assigns forever. And I do covenant with the said C D, his heirs and assigns, that I will warrant and defend the premises to him, the said C D, his heirs and assigns forever, against the lawful claims and demands of all persons claiming, by, through, or under me. *In witness, &c.*

Mortgage Deed.

Know all men, &c. (*as in Warrantee.*)

Provided nevertheless, That if I, the said A B, my heirs, executors or administrators, shall well and truly pay to the said C D, his heirs, executors, administrators or assigns, the full and just sum of — on or before the — day of — next (*or which will be in the year of our Lord —*) with lawful interest for the same until paid, then this deed, [as also a certain bond, (*or note, as the case may be*) bearing even date with these presents, given by me to the said C D, conditioned to pay the same sum and interest at the time aforesaid] shall be void; otherwise shall remain in full force and virtue. *In witness whereof &c.*

Deed given by the Inhabitants of a town.

Know all men &c. that the inhabitants of the town of —, in the county of —, and State of —, in consideration of the sum of —, to them paid by A B, of —, the receipt whereof they do hereby acknowledge, have given, granted, bargained, sold and conveyed, and by these presents, do give &c. unto the said A

B, his heirs and assigns, a piece of land &c. To have and to hold &c. (*in common form.*)

And the said inhabitants, for themselves and their successors, do hereby covenant with the said A B, his heirs and assigns, that, at the execution of these presents, the said inhabitants are lawfully seized in fee of the bargained premises; that the same are free from all incumbrances; that the said inhabitants have good right, full power and lawful authority, to sell and convey the same to the said A B, in manner aforesaid; and that the said inhabitants and their successors, shall and will, warrant and defend the same to the said A B, his heirs and assigns forever, against the lawful claims and demands of all persons whatsoever.

In witness whereof the inhabitants of the said town, by the hands of C D, their Treasurer (*or any other person or persons, as the case may be,*) hereunto duly authorized by a vote of the inhabitants of the said town, at a meeting legally holden for that purpose on —, have hereunto set their seal, and the said treasurer hath here under written his name.

In witness, &c.

Deed by husband and wife of the wife's real estate.

To all persons to whom these presents shall come, A B, of —, gentleman, and C his wife, send greeting.

Know ye, that in consideration of the sum of —, to them paid by D E, of —, Esq. the receipt whereof is hereby acknowledged, the said C, with the consent of her husband (testified by his being party hereto) hath given, granted, bargained, sold and conveyed, and doth by these presents give &c. and the said A B hath granted, remised, released, and forever quitclaimed and confirmed, and doth hereby grant &c. unto the said D E, his heirs and assigns, all that parcel of land, situate &c. — To have and to hold the above described real estate with the appurtenances, to the said E D, his heirs and assigns,

to his and their use and behoof forever. And the said A B for himself, his heirs, executors and administrators, doth covenant with the said D E, his heirs and assigns, that immediately before the sealing and delivery hereof, he the said A B, and C, his wife, in her right, are lawfully seized in fee of the above conveyed real estate ; and that the same is free from all incumbrances ; and that the said A B, his heirs, executors, and administrators, shall and will warrant and defend the same to the said E D, his heirs and assigns, against the lawful claims and demands of all persons. *In witness, &c.*

*Deed given by a Sheriff of an equity of redemption,
sold at Public Auction.*

To all persons to whom these presents shall come, D T, of —, a deputy sheriff under B P, &c. sheriff of the county of —, sendeth greeting.

Whereas, I, the said D T, on &c. attached upon mesne process, in a suit wherein J W, of —, was plaintiff, and E E, of —, was defendant, all the right in equity, which the said E E had of redeeming the real estate hereinafter described, and whereas by the consideration of the Court of —, holden at —, within and for the county of —, on &c. the said J W recovered judgment against the said E E, for the sum of —, debt or damage, and the sum of —, costs of suit, upon which judgment a writ of execution issued from the said Court, on the — day of —, to me directed ; and whereas by virtue of the said writ of execution, and in order to satisfy the same, I did afterwards on the — day of —, take and seize the right in equity of said E E, of redeeming the following parcels of real estate, to wit, &c. *The premises being subject to a mortgage made by the said E E to D D, of —, his heirs and assigns, to secure the payment of — and lawful interest therefor, from the — day of —, as by the mortgage deed of the*

said E E to the said D D, dated the — day of —, recorded in the Registry of deeds of the said county, book —, leaf —, reference thereto being had, will more fully appear; and whereas afterwards, on the — day of —, having duly given notice to the said E E, and having duly advertised the premises according to law, I sold the same at public auction to A B, of —, in the county of —, who was the highest bidder, and the purchaser at said sale, for the sum of —, which was the highest sum then bid therefor: Now know ye, that I, the said D T, as deputy sheriff as aforesaid, in consideration of the said sum of —, to me paid by the said A B, the receipt &c. have granted, bargained, sold, and conveyed, and do hereby grant &c. unto the said A B, his heirs and assigns forever, all the right in equity of redeeming the above described premises. To have and to hold the same to the said A B and his heirs and assigns, to his and their use forever; subject nevertheless to the right in equity of the said E E of redeeming the same, according to the statute in such case made and provided. And I, the said D T, do hereby covenant with the said A B, his heirs and assigns, that in the said sale I have complied with, and observed all the rules and directions of the law for making sale of rights in equity of redeeming real estate, taken in execution. In witness &c.

Another, with an adjournment of Sale.

To all persons &c. J H, of —, a deputy sheriff under A B, sheriff of the county of —, sendeth greeting.

Whereas I, the said J H, on —, attached upon mesne process, in a suit wherein P D was plaintiff, and R D was defendant, all the right in equity, which the said R D had, of redeeming the real estate hereinafter described; and whereas afterwards on —, which was more than thirty days after judgment rendered on the process aforesaid, having taken, by virtue of the execution which issued on the judgment

aforesaid, all the said R D's right in equity aforesaid, I gave notice to the said R D in writing, (*in person, or, by leaving the same at his usual place of abode, according to the fact*) and gave public notice, by posting up notifications in the towns of —, and by publishing and advertising according to law, in a public newspaper printed in the county aforesaid, called &c. that the said R D's right in equity aforesaid, would be sold at public vendue on —, upon the same real estate. And whereas the said right in equity advertised for sale as aforesaid, not being disposed of at the time and place of sale appointed as aforesaid, I adjourned the vendue to the — day of —, at the place aforesaid, and then and there, pursuant to the authority by law granted to me, and upon and by virtue of the said execution, and to satisfy the same, made sale of all the said R D's right in equity aforesaid, at public vendue, to W F, of —, who bid therefor the sum of —, which was more than any other person bid for the same : Now know ye, that I the said J H, in my capacity aforesaid, and pursuant to the authority by law vested in me, and in consideration of the sum of — paid me by the said W F, (the receipt whereof towards satisfying the said execution I do hereby acknowledge) have granted, sold and conveyed, and do hereby grant, &c. to the said W F, his heirs and assigns, the said B's right in equity of redeeming the following real estate, viz. (*here describe the parcels.*) To have and to hold the said right in equity to the said W F, his heirs and assigns forever ; subject nevertheless to the right, which the said R D by law hath, to redeem the said right in equity sold as aforesaid. And I, the said J H, do covenant with the said W F, his heirs and assigns, that I have conformed to and complied with, all the rules and directions of the law, for making sale of rights in equity of redeeming real estate taken in execution. *In witness whereof, &c.*

Deed by an Administrator.

Know all men, &c. That I, A B, of —, administrator of the goods and estate of C D, late of —, deceased, intestate, having obtained license from the honorable B P, Judge of Probate for the county of —, (or from —,) to sell and convey real estate of the said C D, and having, agreeably to the directions of the said Court, given due notice of said sale, did, on the — day of —, pursuant to the license and notice aforesaid, sell at public vendue, to E F, of &c. the estate hereafter described, the same having been struck off to him for the sum of —, he being the highest bidder therefor, viz. (*here describe the premises.*) Therefore I, the said A B, do, by virtue of the power and authority with which I am, as aforesaid, vested, and in consideration of the aforesaid sum of —, to me paid by the said E F, the receipt whereof I do hereby acknowledge, have given, granted and sold, and by these presents do give, grant, sell, and convey to the said E F, his heirs and assigns, forever, the above described premises, with all the privileges and appurtenances to the same belonging. To have and to hold the same, in manner as aforesaid, to the said E F, his heirs and assigns, forever. And I, the said A B, in my said capacity, do covenant to and with the said E F, his heirs and assigns, that I was and am duly licensed by said Court to make sale thereof, and have in all things observed the rules and directions of the law in advertising and selling said estate, and have good right and lawful authority to sell and convey the same in manner as aforesaid.

In witness whereof, &c.

Another Deed given by an Administrator, with a recital.

To all people, &c. I, R B, of —, administrator, &c. send greeting.

Whereas, the Justices of the — Court, at their term, holden, &c. did empower and license me to

sell, and to make and execute, good and sufficient deed or deeds, to convey so much of the real estate of the said intestate, as should amount to the sum of —, for the payment of the just debts of the said intestate, with incidental charges; and whereas, having given the bond, and taken the oath, by law required, and given public notice of the time and place of sale of the real estate hereinafter described, by causing an advertisement thereof to be published three weeks successively, in a newspaper printed at —, called —, according to law, I have sold the same real estate to S A, &c. for the sum of —, which was the highest sum bid therefor, at the public sale thereof, on —: Now know ye, that pursuant to the license, authority and power aforesaid, and not otherwise, and in consideration of the sum of, &c. &c. (*as in the preceding.*)

Another, by Administrator de bonis non, with the will annexed.

To all, &c. R S, of —, administrator with the will annexed, of the goods and chattels, rights and credits, which have not been administered, and which were of R S, late of —, deceased, sendeth greeting.

Whereas, at the term of the Supreme Judicial Court, holden on —, at —, within and for, &c. the said R S, by his petition, represented to the said Court, that the said B S died seized of, &c. (*here describe the real estate;*) that it was necessary to sell some part of the real estate aforesaid, for the payment of the debts due from the estate of the said B S, and that by a partial sale thereof the residue would be greatly injured; and therefore prayed the said Court that he might be authorized to sell the whole of the said real estate, as by the same petition, on the files of the said Court remaining, more fully appears; and whereas, due notice having thereupon been given to all persons, the said Court

by their order, did authorise and empower the said R S to sell, and make and execute deeds to convey the whole of the real estate of the said B S before described, after publishing notifications of the time and place of sale, three weeks successively in the — gazette, and posting up like notifications thirty days before the sale, and taking the oath, and giving the bond to the Judge of Probate, which the law directs ; and whereas, the said R S, having observed the requisitions aforesaid, sold the premises at public vendue, on &c. to J O and W W, who bid the most therefor at the said sale : Now know ye, pursuant to the authority aforesaid, and in consideration of the sum of —, (which was the highest sum bid at said sale for the real estate hereinbefore described) paid by the said J O and W W, the receipt whereof is hereby acknowledged, I the said R S have granted, bargained, sold, and conveyed, and do hereby grant, &c. to the said J O and W W, their heirs and assigns, all the before described real estate, with the appurtenances, &c. To have and to hold the same to the said J O and W W, their heirs and assigns, to their sole use and behoof forever.

And I, the said R S, for myself, my heirs, executors and administrators, do hereby covenant with the said J O and W W, their heirs and assigns, that I have full power and lawful authority to convey the same as aforesaid ; that in conducting and managing the said sale, I have in all things complied with and observed, all the directions and requisitions of law ; and that I will, and my heirs, executors and administrators shall, warrant and defend the aforegranted premises to the said J O and W W, their heirs and assigns, against the lawful claims of all persons claiming or to claim, by, from, or under the said B S, or me the said R S, but against no other persons whatsoever.

In witness &c.

A Deed by an Administrator, of land which his intestate had bound himself by deed to convey.

To all people, to whom &c. A B, of —, administrator of the goods and estate which were of C D, late of —, deceased, sends greeting.

Whereas, (*here recite the agreement of the intestate to convey, and that the administrator had obtained license, &c.*) Now know ye, that by the authority and license aforesaid, and in order to fulfil and perform all things in the abovementioned contract or agreement, on the part of the said A B to be performed, in consideration of the sum of —, to me paid by the said C D, the receipt &c. and in consideration that the said C D hath performed and fulfilled all things in the above recited contract or agreement, on his part to be performed and fulfilled, I, the said A B, have granted, bargained, sold, conveyed, released and confirmed, and do hereby &c. to the said C D, his heirs and assigns forever, the said &c. with the appurtenances; to have and to hold the same to the said C D, his heirs and assigns, to his and their use forever &c.



A Deed given by executors under an authority in a will.

To all persons to whom these presents shall come, we, A B, C D and E F, of —, executors of the last will and testament of G H, late of —, deceased, send greeting.

Whereas the said G H, to enable his executors to make an equal division of his estate according to his said will, did therein and thereby authorize them to make sale of, and convey all his real estate, either at public or private sale, as to them should seem meet, and to make good and sufficient deeds of bargain and sale thereof, to the purchaser and their heirs and assigns, and in and by the said will did appoint us the said A B, C D and E F executors thereof.

Now know ye, that by virtue of the power and authority aforesaid, and of every other power us hereunto enabling, and in consideration of the sum of —, to us paid by K L and M N, of —, the receipt whereof we do hereby acknowledge, we have granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey, to the said K L and M N, their heirs and assigns forever, a certain parcel of land, situate &c. To have and to hold the granted premises to the said K L and M N, their heirs and assigns, as tenants in common, and not as joint tenants. And we the said A B, C D and E F, for ourselves, our heirs, executors and administrators, covenant with the said K L and M N, their heirs and assigns as aforesaid, that the said G H died seized of the granted premises, that they are free from all incumbrances done or suffered by us, or either of us ; that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said K L and M N, their respective heirs and assigns, against the lawful claims and demands of all persons claiming by, from, or under the said G H, or us or either of us.

In witness whereof &c.

A Deed by guardian of minors.

Know all men by these presents, that I, A B, of —, gentleman, as I am guardian of C D and E F, minors under the age of twenty-one years, by virtue of the power and authority granted me in my said capacity, by the Supreme Judicial Court, holden at —, on —, in consideration of the sum of —, to me paid by G H, of —, the receipt whereof I do hereby acknowledge, being the highest sum bid for the &c. hereinafter described at a public vendue legally had and notified, do grant, bargain, sell and convey, unto the said G H, his heirs and assigns, a certain messuage &c. situate &c. bounded &c. and all the privileges and appurtenances, to the same in any wise

appertaining and belonging : To have and to hold the granted premises, to him the said G H, his heirs and assigns, to his and their use and behoof forever. And I, the said A B, for myself, executors and administrators, do covenant with the said G H, his heirs and assigns, that the said minors, at the time of executing this deed, are seized in fee of the granted premises ; that in making the said sale I have in all things observed the rules and directions of the law, and that I will, and my heirs shall, warrant and defend the granted premises to the said G H, against the lawful claims and demands of the said minors, and their heirs, and all persons claiming the same by, from, or under them, or either of them.

In witness whereof &c.

A Deed of confirmation.

Know all men by these presents, that I, A B &c. in consideration &c. have granted, ratified and confirmed, and do by these presents grant &c. unto C D &c. all the estate which I have in one messuage with the appurtenances in D &c. to have and to hold unto him the said C D, and his heirs forever &c.

Deed of gift of Land.

This Indenture, made the — day of —, between A B &c. of the one part, and T B &c. son of the said A B, of the other part, witnesseth, that the said A B, for and in consideration of the natural love and affection, which he hath unto the said T B, by these presents doth give, grant, alien and confirm, unto the said T B, his heirs and assigns. (*Here insert the premises.*)

To have and to hold the aforesaid premises, with all the privileges and appurtenances thereunto belonging unto the said T B, his heirs and assigns, to his and their only proper use and behoof forever. (*Add covenants against incumbrances, disturbance &c. by the donor, or any claiming under him.*)

Gift of Personal Estate.

Know all men &c. that I, A E, of &c. in consideration of the love and affection which I have and bear unto my beloved sister C E, and for divers other good considerations me thereunto moving, do hereby give, grant and confirm unto the said C E, all and singular, my goods and chattels, (*or, as the case may be.*) To have and to hold all and singular the aforesaid goods and chattels, (*or as above*) unto the said C E, her heirs, executors, administrators and assigns, to her and their only proper use and behoof forever. And I, the said A E, all and singular the said goods and chattels (*or —*) to the the said C E, her heirs &c. against me, the said A E, my executors, administrators, and all and every other person and persons whatsoever, shall and will warrant and defend forever by these presents. Of all and singular which said goods &c. I, the said A E, have put the said C E in full possession, by delivering to her one pewter dish, at the time of the sealing and delivering of these presents, in the name of the whole premises hereby granted.

In witness &c.

N. B. A memorandum of livery and seizen, as on a Bill of Sale, must here be endorsed.

OF LEASES.

A Lease is properly a conveyance of lands or tenements, usually in consideration of rent or other annual recompense made for life, for years, or at will; but always for a less time than the lessor hath in the premises, for if it be for the whole interest, it is more properly an assignment than a lease.

Jacob's Dict.

Leases for life require livery and seizen.

Leases of land, tenements, or hereditaments, for a longer term than seven years must be acknowledged and recorded, in order to be good against any person, except the lessor and his heirs. *Maine Laws.*

Lease of Land.

This indenture, made the — day of —, in the year of our Lord one thousand eight hundred and —, between A B, of &c. of one part, and C D, of &c. of the other part, *witnesseth*, That the said A B, for and in consideration of the yearly rent of — dollars, to be paid him (*quarterly, or as the case may be*) by the said C D, computing from the time of the sealing and delivery of these presents, doth hereby lease, demise, and let unto the said C D, his executors, administrators and assigns, a certain parcel of land lying in —, and bounded as follows, viz. (*Here describe the premises.*)

To have and to hold the aforesaid premises, with all the privileges thereto belonging, to the said C D, his executors, administrators and assigns, for the term of — years, from the — day of —.

And the said Lessee doth promise to pay the said rent, as aforesaid;* and to quit and deliver up the premises to the Lessor or his attorney, peaceably and quietly, at the end of the term, in as good order and condition, reasonable use and wearing thereof excepted, as the same are, or may be put into, by the said Lessor and to pay (*one half of, or as the case may be*) all taxes and duties levied thereon, during the term, and for such further time as the Lessee may hold the same, and not make or suffer any waste thereof; and the Lessor may enter to view, and make improvements, and to expel the Lessee if he shall fail to pay the rent aforesaid, or make or suffer any strip or waste thereof.

In witness, &c.

A Lease of land to a man and his wife during their natural lives.

Know all men by these presents, That I, A B, of —, in consideration of the yearly rent of — dollars,

*If the Lessee is to pay the rent in corn, hay, or any thing except cash, the articles should be specified in this place.

to be paid me by D C, of —, or E, wife of the said D C, do hereby demise, lease, and let to the said D C, and the said E, his wife. (*Here describe the premises.*) To have and to hold the aforesaid premises, with the privileges and appurtenances thereto belonging, to the said D C, and the said E. for and during the term of both and each of their lives. And I do, for myself, my heirs and assigns, covenant with the said D C, and the said E, that I am lawfully seized in fee of the premises, that they are free of all incumbrances, that I have good right to lease the same, as aforesaid, and that I will warrant and defend the same to the said D C, and the said E, during the said term of both and each of their lives against the lawful claims and demands of all persons.

In witness, &c.

A Lease for years of a house and lands in the country, with exceptions and special covenants, &c.

This Indenture, made &c. between A A, of the one part, and B B, of the other parts, *witnesseth.* that for and in consideration of the rents &c. (*as in the preceding*) he the said A A, hath leased and let, and by these presents doth, &c. unto the said B B, his executors, administrators and assigns, all that messuage, tenement or farm house, late in the possession of E B, with the appurtenances, situate in —, and also all those several closes and parcels of arable land, meadow, pasture and wood-land, containing — acres, more or less, lying in —, to the said messuage, &c. belonging, and therewith held and occupied as a part thereof.

Reserving always to the said A A, his heirs and assigns, all timber and timberlike trees, and all other trees, but the fruit trees, for their fruit only, which now are, or at any time or times hereafter, shall be standing, growing and being, in, upon and about said premises or any part thereof, with free liberty of ingress, egress and regress to and for the said A

A, &c. at all times during the term hereby leased, to fell, stock up, hew and carry away, in and through the said premises, or any part thereof, (*doing no wilful hurt or damage to the grain and grass of the said B B, his executors &c.*) and also the like free liberty to enter into and upon the said premises, and every part thereof, to view the condition of the repairs thereof. To have and to hold the said messuage, tenement, or farm house, closes, parcels of arable land, meadow, pasture and wood land, with their appurtenances (*except as before excepted*) unto the said B B, his executors &c. from the day of the date hereof, for and during the term of — years next ensuing; yielding and paying therefor every year, during the said term, unto the said A A, his heirs or assigns, the yearly rent or sum of —, on the first day of —, in every year during the said term. (*Here may follow a covenant, to repair, the lessor finding materials, to quit possession at the end of the term, Lessee to pay taxes, not to lop trees—Lessor to allow the cutting of timber for making and repairing farming utensils, for quiet enjoyment &c.*) In witness, &c.

Lease of a House.

This Indenture, made and agreed on, this — day of —, between A B, of &c. of the one part, and C D, of &c. of the other part, *witnesseth*, that for and in consideration of the rents, covenants, provisos and agreements hereinafter reserved and contained, and which, on the part and behalf of the said C D, his executors, administrators and assigns, are to be paid, done and performed, he, the said A B, hath demised, leased and let, and by these presents doth demise &c. unto the said C D, his executors, administrators and assigns, all that messuage or tenement, situate in S, (*known by the name of —,*) now (*or lately*) occupied by E F, together with all the privileges and appurtenances thereto belonging. To

have and to hold the said messuage or tenement, and all and singular the premises hereby demised, to the said C D, his executors, administrators and assigns, from the day of the date hereof, for and during the full term of — years next ensuing,* yielding and paying therefor yearly, on every first day of —, during the said term, unto the said A B, his heirs or assigns, the yearly rent of — dollars. Provided always, that if it shall happen that the said yearly rents hereby reserved, or either of them shall be behind and unpaid, by the space of — days next after either of the said days of payment, or if the said C D, his executors or administrators, shall assign over, or otherwise part with this indenture, or the premises hereby leased, or any part thereof, to any person or persons whatever, without the consent of the said A B, his heirs or assigns, first obtained in writing, under his or their hands and seals, then, and in either of said cases, it shall be lawful for the said A B, his heirs or assigns, into the said premises, or any part thereof, in the name of the whole, to re-enter, and the same to re-possess and enjoy, as at first, any things herein contained to the contrary notwithstanding. (*In the English forms, and in Oliver's Conveyancing, we find a great number of Covenants added, viz. to pay rent, to repair, to deliver possession after the term has expired, that the lessor may enter to view, by lessee to pay taxes, by lessor for quiet enjoyment, that lessee may quit, giving notice.*) In witness, &c.

Signed, &c.

NOTE. *If furniture be let with the house, immediately after the description of the house, proceed thus, viz. : together also with the goods, household stuff and furniture, mentioned in the schedule or inventory hereto annexed ; To have and to hold &c.*

The form of the schedule may be thus : The schedule or inventory, to which the indenture of demise hereto annexed refers : First, in the parlour, one &c. So go on, and specify every article and the part of the house to which it belongs.

NOTE. A greater number of forms, under this head, would be superfluous, as any person may, from the examples given, frame one to suit his particular case.

*If the Lessor be seized *in fee simple*, the reservation should be to him, "*his heirs and assigns ;*" if he have only a *chattel interest*, to him, "*his executors, administrators and assigns.*" Watk. on Cons. 39.

OF RELEASES.

A Release is a deed or instrument whereby a man gives up or discharges the right or action he hath or claimeth against another, or his lands, &c. and is usually made by the words *have remised, released and quitclaimed.* *Jacob's Dict.*

A release of all *quarrels* amounts to a release of all actions.

By a release of all *covenants*, a covenant not broken may be released.

A release of all *demands* or *claims*, is the best release of all, and the most effectual word to bar actions, appeals, rights of entry into lands, titles, conditions, covenants, rents, commons, debts, duties, colligations, contracts, &c. &c. *Wood's Inst.*

*A General Release.**

Know all men by these presents, That I, A B, of &c. *have remised, released, and forever quitclaimed,* for me, my heirs, executors and administrators, and by these presents *do* remise &c. unto C D, of &c. his heirs, executors and administrators, all actions and causes of action, and all claims or demands whatever, both at law and in equity, or otherwise, which against him, the said C D, I ever had, now have, or which I, my heirs, executors or administrators, can, shall or may have, claim or demand, for or by reason of any act, matter, cause or thing, from the beginning of the world, to the day of the date of these presents.

In witness &c.

Scaled &c.

*For release of lands see quitclaim deed.

A Release of the Equity of Redemption to an Estate mortgaged.

To all people to whom these presents shall come, I, A B, of &c. send greeting. Whereas I, the said A B, by a certain mortgage deed, dated the — day

of —, for the consideration of —, did grant, bargain, sell and convey to C D, of &c. [*Here describe the premises.*] *To have and to hold* the same unto the said C D, &c. [*as in the said deed*] upon the condition following, viz. Provided nevertheless, (*Here insert the condition.*) And whereas I, the said A B, am fully satisfied that the said monies so due to the said C D, are the full value of (*or nearly the value, or as much as I can get for*) the said mortgaged premises :

Therefore know ye, That I, the said A B, in consideration thereof, and also for the further consideration of the sum of —, to me paid before the delivery of these presents, and for the quieting the said C D, in the possession and enjoyment of the said (*premises*) and for extinguishing all right of equity of redemption of the same, *do*, by these presents, for myself, my executors and administrators, remise, release, and forever quitclaim unto the said C D, his heirs and assigns, the said proviso or condition in the said mortgage deed recited as above, and all benefit and equity of redemption of the said (*premises*) by virtue of any law providing for the same, or whereby he might otherwise have the benefit of the same, notwithstanding.

And I, the said A B, for the considerations aforesaid, do for myself, my heirs, executors and administrators, hereby grant, bargain, sell, release, convey and confirm unto him, the said C D, his heirs and assigns, the said (*premises*) with all the privileges and appurtenances thereunto belonging. *To have and to hold* the same, to the said C D, his heirs and assigns forever. And I do for myself &c. covenant with the said C D, his heirs and assigns, that he and they shall and may from henceforth quietly and peaceably have, hold, use, occupy and enjoy all (*the said premises*) with the appurtenances thereof, without any let, hindrance, molestation or interruption from me, the said A B, my heirs or assigns,

and of all and every other person or persons whatsoever, claiming from, by or under me. *In witness, &c.*

A Release of Dower.

Know all men by these presents, That I, A B, widow and relict of B B, late of &c. deceased, for and in consideration of the sum of — dollars, to me, the said A B, by C B, of &c. son of the said B B deceased, well and truly paid, the receipt whereof I do hereby acknowledge, have remised, released, and forever quitclaimed, and by these presents *do* &c. unto the said C B, all right and title of dower whatever, which I, the said A B, now have, or of right ought to have or claim of, in or out of all lands, tenements and hereditaments which were belonging to the said B B, my late husband, at any time during the coverture between him and me, the said A B, situate &c. or elsewhere: And also all manner of action or actions, writ and writs of dower whatever; so as neither I, the said A B, nor any other person for me, or in my name, or writ of action of dower, or any right or title of dower, of or in the said lands, tenements and hereditaments, or any part thereof, at any time hereafter, shall or may have, claim, or prosecute against the said C B, his heirs or assigns. *In witness &c.*

A Release of Errors.

Know all men by these presents, That I, A B, of &c. have remised, released, and forever quitclaimed, and by these presents *do* remise &c. unto C D, of &c. all and all manner of errors and causes of error, misprisons, misentries, defects and wrong pleading and proceedings whatever, made, committed, omitted or done, in, about, or concerning one judgment for the sum of &c. together with all costs of suit by the said C D obtained against me, in the court of

&c. at — in — term last past; and also all writs of error or errors whatsoever concerning the same.

In witness &c.

OF SURRENDER BY DEED.

A surrender, *sur sum redditio*, or rendering up, is of a nature directly opposite to a release; for as that operates by the greater estate's descending upon the less, a surrender is a falling of the less estate unto a greater. It is defined, a yielding up of an estate for life, or years, to him that hath the immediate reversion or remainder, wherein the particular estate may merge or drown, by mutual agreement between them. It is done by these words, "hath *surrendered, granted, and yielded up.*"

The surrenderer must be in possession; and the surrenderee must have a higher estate, in which the estate surrendered may merge; therefore tenant for life cannot surrender to him in remainder for years.

Blackstone's Comm.

A Deed of Surrender to a person having the Reversion in Fee.

Know all men by these presents, That I, A B, of &c. for and in consideration of the sum of &c. to me in hand paid by C D, of &c. the receipt whereof I do hereby acknowledge, *have* surrendered, granted and yielded up, and by these presents *do* surrender &c. unto the said C D, his heirs and assigns, *All* that messuage &c. (*here describe the premises*) and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises: *To have and to hold* the said messuage &c. and all and singular other the premises above granted and surrendered, with the appurtenances, unto the said C D, his heirs and assigns, to their only proper use and behoof forever.

In witness &c.

A Surrender of a term of years.

Know all men by these presents, That *whereas* I A B, of &c. am possessed of and interested in one messuage &c. the remainder of a certain term of — years, the reversion whereof doth belong to C D, of &c. *Now know ye*, that I the said A B, for and in consideration of the sum of — to me in hand paid by the said C D, at or before the sealing and delivery of these presents, the receipt whereof I do hereby acknowledge, *have* granted, surrendered and yielded up, and by these presents, *do* grant &c. unto the said C D, his heirs and assigns forever, the said messuage &c. above mentioned, and all the estate right, title, claim and demand whatsoever of me the said A B, of, in and to the said premises, with the appurtenances, so that neither I the said A B, my executors, administrators or assigns, or any of them, shall or may have, claim or demand the said premises, or any part thereof, or any estate, right, title or interest of, in, or to the same; but shall and will at all times hereafter, of and from all right, title, and interest, of and in the said premises, and every part thereof, be barred and forever excluded by these presents: *And* I the said A B, for myself, my heirs, executors and administrators, *do* hereby covenant, grant, promise and agree to and with the said C D, his heirs and assigns, that he the said C D, his heirs and assigns, shall and may at all times hereafter, peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy all and singular the said premises, and every part thereof, with the appurtenances, without the lawful let, suit, trouble, hindrance, molestation, interruption or disturbance of me the said A B, my executors, administrators or assigns, or of any other person or persons claiming under me, them or any of them.

In witness, &c.

DECLARATIONS.

*Declaration of writings being deposited in the hands of a person, in trust, to be produced on demand.**

I do hereby declare and acknowledge, that the several writings mentioned hereunder, are left and deposited in my hands, by and in trust for A B, of &c. and C D, of &c. to be kept as I keep my own goods and writings, and to be produced for the use of either of the said parties, on demand, as their respective occasions shall require. Witness my hand, the — day of — A. D.

* Writings are sometimes deposited, in trust, to be produced on demand of *both* parties, or of one of the parties, with notice to the other. In all cases, however, that may occur, the form of the Declaration may be easily varied to suit the same.

Declaration that Bank Stock was transferred in trust, and covenant to transfer back, upon request.

I, A B, of &c. do hereby acknowledge and declare that I purchased for C D, of &c — stock in the Bank of —, and the same was transferred to me, and remains in my name, but does belong to, and is in trust for the proper use of the said C D, and that the moneys paid for the same were his proper moneys: and thereof I, the said A B, do hereby for myself and executors and administrators, covenant and agree, to and with the said C D, his executors, administrators and assigns, that I, my executors, and administrators, will at any time hereafter, at the request and charge of the said C D, his executors and assigns, transfer the said — stock in the Bank of —, unto him or them, or to such other person or persons as he, or they shall appoint, free from all incumbrances by me the said A B, my executors or administrators, done or to be done or committed.

In witness whereof &c.

Of Letters and Warrants of Attorney.

A letter (or as it is most commonly called a power) of Attorney, is a writing, authorizing another person, who, in such a case, is called the attorney of the party appointing him, to do any lawful act instead of another ; as to give seizin of lands ; receive debts, or sue a third person &c. and is either general or special. The nature of this instrument is to give the attorney the full power and authority of the maker, to accomplish the act intended to be performed ; and sometimes these writings are revocable, and sometimes not so : but when they are revocable, it is usually a bare authority only ; they are irrevocable when debts &c. are assigned to another, in which case the word, *irrevocably*, is inserted ; and the intention of them then is to enable the assignee to receive the debt &c. to his own use.

A warrant of Attorney is an authority and power given by a client to his attorney to appear and plead for him &c.

N. B. If a letter of attorney is to go into a different jurisdiction, it must be acknowledged before a magistrate, as in the general form following ; if into a foreign country, or dominion, then it must be acknowledged before a Notary Public ; otherwise a certificate of the Governor of the State or Province, or of a Notary Public must be added, showing that the Justice, before whom the acknowledgment was taken, is regularly commissioned.

A general letter (or Power) of Attorney.

Know all men by these presents, That I, A B, of &c. have constituted and made, and in my stead and place put, and by these presents do constitute and make and in my stead and place put C D, of &c. to be my lawful Attorney for me, and in name and stead, and to my use, to ask, demand, sue for, recov-

er and receive of and from E F, of &c. all such sum or sums of money, debts and demands whatever, as are now due and owing unto me, the said A B, by and from the said ~~E F~~.

Giving and hereby granting unto my said Attorney, full power and authority, in and about the premises ; and to take and use all due means, course and process in the law for accomplishing the same, and in my name to make, seal and execute due acquittances and discharges therefor : And for the purposes aforesaid to appear, and me, his said constituent personally, to represent before any governor, judges, justices, officers, and ministers of the law whatsoever, in any court or courts whatsoever : With full power to make and substitute one or more attornies under him, my said Attorney, and the same again at pleasure to revoke. And generally to do, transact, accomplish and finish all matters and things whatsoever, relating to the premises, as fully and effectually, as I, his said constituent should, ought or might personally, although the matter should require more special authority than is herein comprised.

I hereby ratifying and holding firm and valid whatsoever my said Attorney or his substitutes shall lawfully do or cause to be done in and about the premises, by virtue of these presents. In testimony whereof I have hereunto set my hand and seal the — day of —, in the year of our Lord one thousand eight hundred and —.

Signed, &c.

C—, ss. (*Date*) 18 . Then the above named A B personally acknowledged the above instrument, by him signed and sealed, to be his deed.

Before me,

J P, *Justice of the Peace.*

A general Warrant of Attorney.

To all to whom these presents shall come : *Know ye*, That I, A B, of &c. in the county of &c. do hereby constitute and appoint C D, of &c. in the county of &c. my attorney, in all cases, real, personal and mixed, moved or to be moved for me or against me, in any court of law, in my name to appear, plead and pursue unto final judgment and execution, with power of substitution.

In witness whereof, I hereto set my hand and seal, this — day of — A. D. 18

A Letter of Attorney to receive Rent.

Know all men by these presents, That I, A B, of &c. *have* made, constituted and appointed, and by these presents *do* make, constitute and appoint C D, of &c. my true and lawful attorney, for me and in my name, and for my own proper use and behoof, to ask, demand and receive of and from E F, &c. all such rents and arrearages of rent, as now are, or hereafter shall grow due from the said E F, out of and from all that my messuage or tenement, with the appurtenances, situate &c. and upon receipt thereof, to give proper acquittances and sufficient discharges thereof: And in default of payment thereof, or any part thereof to my said attorney, I do hereby authorize and empower him my said attorney, for me, and in my name, to commence and prosecute, according to law, any action or actions for the speedy recovering and obtaining my said rent and arrears of rent; as by him my said attorney shall be thought fit: Hereby ratifying &c.

In witness, &c.

A Letter of Attorney to let or sell Lands.

Know all men by these presents, That whereas I, A B, of &c. am seized in fee, of and in all that &c. situate &c. now or late in the possession or occupation of &c. *Now know ye*, that I, the said A B, have

made, constituted and appointed, and by these presents *do* make, constitute and appoint C D, of &c. my true and lawful attorney, for me, and in my name, to lease, let, sell or demise the said &c. to such person or persons, and for such a term or number of years, and at and under such yearly and other rents as he shall think fit ; or otherwise to sell and dispose thereof, either for life or lives, or to sell, grant, and convey the same absolutely in fee simple, for such price or sum of money, and to such person or persons as he shall think fit and convenient : And also for me, and in my name, to seal, execute and deliver such deeds and conveyances for the absolute sale and disposal thereof, or of any part thereof, with such covenants and agreements to be therein contained, as my said attorney shall think fit and expedient : Hereby ratifying, confirming and allowing all such other leases, deeds or conveyances, as shall at any time hereafter be sealed and executed by my said attorney, touching or concerning the premises.

In witness, &c.

An irrevocable Letter of Attorney to receive money due on Bond.

Know all men by these presents, That I, A B, of &c. *have* made, constituted and appointed, and by these presents *do* make, constitute and appoint C D, of &c. my true and lawful attorney irrevocable, for me, and in my name, but to the sole use of him, the said C D, to ask, demand and receive of and from E F, of &c. and G H, of &c. the sum of &c. due unto me, in and by one bond or obligation, bearing date &c. giving, and by these presents granting to my said attorney, full power and authority, in my name, place and stead, to do all and every act and acts, in the law whatsoever, for the recovery of the said debt, as fully to all intents and purposes, as I myself might or could do : And upon receipt thereof, acquittances or other discharges, for me, and in

my name, to make, seal and execute : Hereby ratifying, confirming and allowing whatsoever my said attorney shall lawfully do, or cause to be done, in or about the premises. *In witness, &c.*

From a Sailor to his Wife, to receive his wages and all other debts.

I, D C, of &c. do hereby appoint my lawful wife M C, my true and lawful attorney, for me and in my name, and for my use, to ask, demand and receive of and from all and every person and persons whatsoever, as well all such sum and sums of money, as now are, or shall at any time hereafter become due and owing to me for wages from any ship or ships to which I now do or may belong ; as also all other monies now due, or to become due and owing to me by any other ways or means whatsoever, and upon non-payment, to do all and every act and acts in the law whatsoever, for the recovery of said debts, or any of them, as fully to intents and purposes, as I, myself might or could do, and upon receipt &c. (*as in the preceding.*)

A Revocation of a Letter of Attorney.

Know all men by these presents, That *whereas* I, A B, of &c. in and by my letter of attorney, bearing date, &c. did make, constitute and appoint C D, of &c. my attorney, for recovery of all debts and sums of money, whatsoever, due to me the said A B, from E F, of &c. as by the said letter of attorney may appear : *Now know ye*, That I, the said A B, for that the said C D, hath abused the authority by me in him reposed, (*or thus, for divers good causes and considerations me hereunto moving*) have revoked, countermanded, annulled and made void, and by these presents do revoke, &c. the said letter of attorney, and all power and authority thereby given or intended to be given to the said C D.

In witness, &c.

Warrant to appear for a Plaintiff and prosecute his Suit.

I, A B, of &c. do hereby desire and authorize C D, of &c. to appear at (*such a Court*) for me and in my behalf, to prosecute a certain action or plea of —, by me commenced against E T, &c, and there* *as well as at any other Court to which the said cause may be carried*, to plead to and pursue the same to final judgment and execution, and for your so doing this shall be to you a sufficient warrant.

Witness my hand and seal this — day of &c.

*What is printed in italics may be inserted or left out, as the case may require.

Warrant to defend a Suit.

I, E F, of &c. do hereby desire and authorize C D, of &c. to appear for me in an action or plea of —, commenced against me by A B, of &c. at a Court &c. to be holden &c. then and there (*and at any other Court to which the said action may be carried*) to plead thereto, and further to do such things therein as he shall judge necessary for my defence in the said action. *Witness, &c.*

Warrant from the Plaintiff to the sheriff and gaoler, to discharge the defendant.

To G L, Esq. sheriff of S, and to the keeper of the common gaol within the said county, J L, of —, sends greeting. Whereas, J D, of —, is now in your custody, by virtue of a writ of *Capias ad satisfaciendum*, issued out of the court of —, at —, at the suit of me the said J L, for certain damages in the said writ mentioned, for which said damages I have received satisfaction : Now therefore, these are to will and authorize you, and each of you, that you immediately discharge and release the said J D, of and from the execution aforesaid, and of and from

all writs and process whatsoever, at my suit, and of and from all or any restraint and imprisonment, by occasion of any execution, writ or process heretofore charged against him by me the said J L, upon your being paid your fees. And for so doing, this shall be your sufficient warrant. Given under my hand and seal the — day of —, in the year of our Lord —.

OF COMPLAINTS.

Under this head we shall insert one general form, and a few only of the most common cases, that occur in the transactions of life.

To a Justice of the Peace. (General Form.)

To J P, Esq. one of the Justices assigned to keep the Peace in and for the county of —, A B, of —, in the county, (*addition*) in behalf of the State of —, on oath complains against C D, of —, in the county (*addition*) for that he the said C D, at — aforesaid, on the — day of —, (*here insert the subject matter of the complaints*) in evil example to all others in like kind to offend, and against the law, peace and dignity of said State : Wherefore the said A B, prays that the said C D may be apprehended and held to answer to this complaint, and further dealt with relative to the same, as the law directs.

C—, ss. Received and sworn to, the — day of —, A. D. 18 . Before me, J P, *Justice of the Peace.*

Oath to be administered. You solemnly swear, that this complaint, by you subscribed, is true. So help you God.

Or, you solemnly affirm, &c. *This you do under the pains and penalties of perjury.*

C—, ss. To the Sheriff of said county, or his Deputy, and to all or any of the Constables of the town of —, in said county, greeting. In the name of the State of —, you are required forthwith to ap⁷

prehend C D, mentioned in the above complaint, and to bring him before me, — Esq. (*or some other*) Justice of the Peace within and for said county, to answer to the same, and to be further dealt with thereon, as to law and justice shall appertain. You are also required to summon E F, G H, &c. and the complainant, to appear and give evidence touching the matter contained in the above complaint, when (*and where*) you shall have the said C D.

Given under my hand and seal, at — aforesaid, the — day of —, in the year of our Lord one thousand eight hundred and

J P, *Justice of the Peace.*

Officers Return—[General Form.]

C—, ss. Pursuant to the above warrant, I have apprehended C D, therein named, and have him before J P, Esq. for the purpose therein mentioned. I have also summoned E F, G H, &c. to appear and give evidence, as I am therein directed.

N O, { *Constable, or Deputy Sheriff,*
 { *as the case may be.*

C D, what say you to this complaint : are you guilty or not guilty, (*in manner and form as is therein alledged*) ?

Oath of Witnesses.

You, and, each of you, solemnly swear (*or affirm*) that the evidence you shall give to the Court in the cause now in hearing shall be the truth, the whole truth, and nothing but the truth. So help you God : *or this you do &c.*)

For Assault and Battery.

(*Begin as in preceding*)—of &c. in the county of &c. on oath complains against E D, of W, in the county of &c. for that he, the said E D, at W, aforesaid, on the — day of —, in and upon the said A B, then and there being in the Peace of God, and of said State, with force and arms, an assault did make, and him, the said A B, did beat and evil in-

treat ; and then and there other enormous things did, to the great hurt and damage of the said A B, in evil example to all others in like kind to offend, and against the law, peace and dignity of said State : Wherefore &c. (*as in the preceding.*)

For goods stolen.

(*Begin as before*) A B, of W, in the county of —, on oath informs the said Justice, that on the — day of —, the goods in the schedule hereunto annexed, of the value of —, the property of the said A B, were feloniously stolen, taken and carried away from the — of him the said A B, at W, aforesaid, and that he hath probable cause to suspect, and doth suspect, that C D did steal, take and carry away the same goods as aforesaid : Wherefore &c. (*as in the preceding.*)

The Warrant &c. as in the preceding, except the use of word “Information” instead of “Complaint ;” and that usage is governed by the word that follows “Oath” in the complaint or information.

RECOGNIZANCES.

Recognizances of Parties.

STATE OF M—.

C—, ss. Be it remembered, That at a Court holden before me, J P, one of the Justices of the Peace, in the county of C—, on the — day of —, A. D. 182 personally appeared (*Here insert the names*) and acknowledged themselves to be indebted to the State of M—, in the sums following, to wit : the said C D, as principal, in the sum of — dollars, and the said — his sureties, in the sum of — dollars, to be levied on their goods, chattels, lands and tenements, and in want thereof upon their bodies, to the use of the State, if default be made in the condition following :

The condition of this Recognizance is such, That whereas the said C D has been brought before me, one of the Justices of the Peace, within and for the county of C—, by virtue of a warrant duly issued upon the complaint, on oath, of —, charging him the said C D, with having committed —, and the said C D having pleaded not guilty to the said complaint; but having been by me found guilty of the same, and been sentenced to (*pay — dollars, fine, and costs of Court, or to be imprisoned — days, and pay costs of Court, as may be,*) and the said C D having claimed an appeal from said sentence to the next Court of Common Pleas, to be held at —, in and for said county of —, on the — Tuesday of —.

Now therefore, If the said C D shall appear at the Court aforesaid, and prosecute, his said appeal with effect; and abide the order of said Court, and not depart without license; then this recognizance shall be void, otherwise remain in full force and virtue.

J P, *Justice Peace.*

(*The first part as in the foregoing.*) The condition of the above recognizance is this, That whereas the said —, has been brought before me the subscriber, one of the Justices of the Peace in and for the county of —, by virtue of a warrant duly issued upon the complaint, on oath of —, charging him the said —, with having committed the crime of —, and upon examination of the facts relating to said charge, it appearing to me that there is good cause to suspect the said — to be guilty of said offence; and the said offence not being cognizable by me; and he thereupon having been required to recognize with sufficient surety or sureties for his personal appearance at the next — Court, to be held within and for the county of —, on the — Tuesday of —. and for his keeping the peace and being of good behaviour until the sitting of said Court. Now therefore, if the said — shall personally appear at the Court aforesaid, and answer to such matters and

things, as may be objected against him, and more especially to the charge contained in said complaint, and shall abide the order and judgment of said Court, and not depart without license; and shall in the mean time keep the peace, and be of good behaviour; then this recognizance shall be void, otherwise remain in full force and virtue.

G B, *Justice Peace.*

Mittimus—[General Form.]

STATE OF M—.

C— ss. To the Sheriff of our said county of C, or either of his Deputies, or any of the Constables of the town of —, in said county, greeting. *Whereas* C D, hath this day been brought before — Esq. one of the Justices of the Peace within and for our said county of C, by virtue of a warrant issued against him, on the information and complaint of—

And whereas the said Justice, after due examination thereon, has considered that the said C D is guilty of the said offence, and has thereupon sentenced him to pay a fine of —, and costs of prosecution taxed at —, which sentence he hath refused to comply with and perform. We command you therefore, that you take the said C D, and him forthwith carry to our said gaol in —, and deliver — to the keeper thereof, together with this precept: and we do hereby require the said keeper to receive the said C D into his custody, in our said gaol, and him there safely keep, until he shall pay the said fine and costs, together with — cents for this warrant; or be otherwise discharged therefrom by due order of law.

Witness our said Justice, at — aforesaid, the — day of —, A. D. 18—

Bastardy.

The voluntary examination and accusation of M E, of —, in the county of —, single woman, taken on oath before me, J P, Esq. one of the Justices as—

signed to keep the Peace in and for said county, who saith, that she is now with child; and that the said child is likely to be born a bastard, and chargeable to the town of —, in the county of —, and accuses A B, of —, in the county of —, of being the father of said child, and that he did beget her with child, as aforesaid in —, in the county of —, on or about the — day of —, at (*here the house &c.*)

The said M E therefore prays that he, the said A B, may be apprehended, and held to answer to this accusation, and further dealt with thereon, according to law. M E

Taken, signed and sworn to, on the — day of —, in the year of our Lord —

Before me, J P, *Justice of the Peace.*

NOTE. When the examination is after the birth, the form will be varied thus, That on the — day of —, now last past, at —, in the town of —, in the county aforesaid, she, the said M E was delivered of a (*male*) bastard child, and that the said bastard child is likely, &c.

Warrant.

C — ss. To the Sheriff of our said county, or his Deputy, or to either of the Constables of the town of —, in said county, greeting. *Whereas* M E, by her voluntary examination hath declared that she is with child, and that said child is likely to be born a bastard,* and chargeable to the town of —, and accuses A B, of —, in the county of —, of being the father of said child, and hath prayed process against the said A B:

Therefore, in the name of the State of Maine, you, the said Sheriffs and Constables, or either of you, are hereby required forthwith to apprehend the said A B, (if in your precinct) and to bring him before me the subscriber, or some other Justice of the Peace, in and for said county of C—, to find sufficient sureties, as well for his personal appearance at the next Court of Common Pleas, to be held at —, in and for said county, as that he shall abide such order or orders, as shall then and there be taken, in

pursuance of a law of said State in such case made and provided.

Given under my hand and seal, at — aforesaid, the — day of, in the year of our Lord

J P, *Justice of the Peace.*

* (NOTE.) If the child be born, vary the words of the warrant to correspond with the complaint; also as follows, "And hath charged A B, of —, with having begotten her with child of the said bastard child," &c.

Mittimus.

C—, ss.. To the keeper of the gaol in said county, greeting. Whereas M E, of &c. in her voluntary examination on oath, this day taken before me J P, Esq. one of the Justices assigned to keep the Peace in and for said county, hath declared herself to be with child,* and that the said child is likely to be born a bastard, and become chargeable to said town of —, and hath accused A B, of —, in the county —, with having begotten her with child of said bastard child: And whereas the said A B, now present before me, refuses to enter into a Recognizance, with sufficient sureties, for his personal appearance at the next Court of Common Pleas, to be held at —, in and for said county to answer to said charge, and to abide and perform such order or orders as shall then and there be made, as required by me the said Justice, to wit, himself as principal in the sum of — dollars, with sufficient sureties in a like sum: You the said keeper are hereby required to receive the said A B into your custody in said gaol, and him there safely to keep until he shall give security as aforesaid, or shall otherwise be discharged by due order of law.

Given under my hand and seal, at — aforesaid, the — day of —, in the year of our Lord one thousand eight hundred and

J P, *Just: Peace.*

* (NOTE.) If the child be born, vary as in the complaint and warrants.

PETITIONS.

To obtain a patent.

To the Hon. A B, Secretary of State of the United States.

The Petition of C D, of —, in the county of —, and State of —, respectfully represents :

That your Petitioner has invented a new and useful improvement in —, not known or used before his application, the advantages of which he is desirous of securing to himself and his legal representatives ; he therefore prays, that letters patent of the United States may be issued, granting unto your petitioner, his heirs, administrators, or assigns, the full and exclusive right of making, constructing, using and vending to others to be used, his said improvement, agreeably to the acts of Congress in such cases made and provided ; your petitioner having paid thirty dollars into the treasury of the United States, and complied with the other provisions of the said acts.

To the Governor and Council.

To the Governor and Council of the State of Maine.

The Petition of A B, of &c. humbly shews, that
 &c. * * * * * * *

To the Legislature.

To the Senate and House of Representatives of the State of Maine, in Legislature assembled, January, 18—

The Petition of A. B, of &c. humbly shews, that
 &c. * * * * * * *

Application to the Supreme Judicial Court, (or Court of Common Pleas,) for a Partition of Lands.

To the Honorable Justices of the — Court, &c. begun and holden at —, within and for the county of —.

NOTE. The usual form of ending petitions is the same. After setting forth the subject matter of the petition, it may proceed thus: *Wherefore your petitioners request &c. and as in duty bound will ever pray.*

The Petition of A B, of &c, humbly shews, that he is interested with C D, of &c. (*or others to him unknown, as the case may be*) in (*here describe the land to be divided*) that your Petitioner is desirous of holding and enjoying his share in said —, being — part in severalty. He therefore prays your honors that partition thereof may be made, and his said part assigned and set out to him to hold in severalty, pursuant to the statute in such cases made and provided.

A. B.

NOTE.—If a petition as aforesaid, be sustained by the Court, notice will be ordered thereon: after which, if no objections be made, a committee will be appointed with a warrant to make the partition prayed for, and to make return of their doings into the Clerks' Office of the said Court—which return may be as follows:

Report to be returned.

Pursuant to an order of the Court of ---, for the County of C, begun and holden at —, within and for said county, on the — Tuesday of —, A. D. 18—, appointing and authorizing us to make partition of — (*as described in said order.*)

Or, *If written upon the back of the Warrant, say—*

Pursuant to the within order of court, we, the subscribers, having been first sworn, and having given notice to all concerned, have made partition of said — (*or of the land therein described*) and set off to A. B. for his share of the same as follows, viz. (*Here describe the said A. B's. share.*)

Given under our hands this — day of —

E. F.

G. H.

I. K.

NOTE.—This report being returned into the Clerk's Office as aforesaid, must be there recorded, and also in the registry of deeds in the county where the estate lies.

When a Grantor or Lessor refuses to acknowledge a Deed or Lease.

To S T, Esq. one of the Justices of the Peace within and for the county of —, complains A B,

of &c. that C D, of &c. on the — day of —, signed and sealed a deed conveying to him, in fee simple (*for term of life—or lease for more than seven years, as the case may be.*) [*Here the premises may be generally described.*] Which deed the said C D hath refused, and still doth refuse, to acknowledge before a Justice of the Peace. He therefore requests that you would issue a summons to the said C D, to appear before you, to hear the testimony of the subscribing witnesses thereunto, and that such other proceedings may be had thereon as the law in such cases directs.

Dated, &c.

A. B.

Application to the Court of Sessions, of a Person who considers himself injured by the laying out, altering or discontinuing, of any town or private way.

To the honorable Justices of the Court of Sessions for the county of —, next to be holden at —, in said county, on the — Tuesday of —, A. D. 18 —, A B, of —, in said county humbly shews, that the selectmen of the said town of —, have laid out a town or private way through the land of your petitioner, which has been approved and allowed by the said town at a public meeting of the inhabitants thereof, the courses whereof are as follows, viz. [*Here insert the courses, from the return of the way, a copy whereof should be exhibited to the Court.*] Or, [That the said town of —, have altered (*or discontinued, as the case may be*) a town or private way running from — to —, which being previously laid out by the selectmen, was approved and allowed by the town at a public meeting of the inhabitants thereof, on — A. D. 18 —, and has ever since been improved as such] whereby your petitioner thinks himself greatly injured, and saith that he hath sustained damages thereby to the amount of —, all which he is ready to make appear.

He therefore applies for remedy to this honorable Court, and prays that your Honors would inquire into, and determine the matter by a jury thereunto appointed, and thereupon assess damages for him, to be paid by the said town of —, according to a law of the State in such cases made and provided.

Dated— A. D. 18

A. B.

Form of an Application to the Court of Sessions, to cause a Private Way to be laid out, when the Selectmen refuse to lay out the same.

To the honorable Justices of the Court of Sessions for the county of —, next to be holden at —, in said county on the — Tuesday of —, A. D. 18 —, A B, an inhabitant of (or a proprietor of land in, as the case may be) the town of —, in said county, humbly shews, that a private way from —, in said town is much wanted for the use of the inhabitants thereof (or, for the use of — as the case may be) and that although application hath been made to the Selectmen of said town, to lay out the same, they have unreasonably delayed, and still do unreasonably delay and refuse so to do. He therefore requests that your honors would cause the same to be laid out by a committee of three disinterested freeholders, agreeably to law in such case made and provided.

Dated — A. D. 18

A. B.

Report of a Committee appointed by the C. of S. to lay out a Highway.

We the subscribers, a committee authorized and empowered by the within warrant to lay out a highway within the said town of &c. having performed that service, ask leave to report, that we appointed —, the time and place of our meeting, to commence our proceedings in the premises ; that of said appointment we notified A B, C D, &c. (being all

the persons owning the land passed over by said highway) three days before the said time of our meeting; that according to appointment and notice, we met at the time and place aforesaid, and having been sworn to perform the services aforesaid, according to our best skill and judgment; with most convenience to the public, and the least prejudice or damage to private property, and also faithfully and impartially to estimate all damages which any person or persons may suffer in his or their property, by the laying out of said highway, we proceeded to lay out the said highway as follows, viz. : (here give an accurate description of the courses, &c.) And we have under oath aforesaid estimated the damages to be paid to the owners of the land taken for said highway as follows, viz. (here name the several sums awarded to the respective owners.)

We have also assigned to the owners of the land taken for said highway — months to take off the wood, timber and trees growing and being thereon, after the acceptance of this report. We further report that the said town of —, appeared by —, selectmen, and by —, their agent; and we attended to, and maturely considered, the observations and arguments, which any of them were pleased to make; and in the best way and manner we could, have ascertained the place and course of the said highway: All which is respectfully submitted.

In witness, &c.

Form of an application to the Court of Sessions, by a Person aggrieved, when a town refuses to approve of a Private Way laid out by the Selectmen.

To the honorable, the Justices of the Court of Sessions for the county of —, next to be holden at —, in said county, on the — Tuesday of —, A. D. 18 —, A B, of —, in said county, humbly shews, that a private way from —, to — in said town is

much wanted, and that although the Selectmen of said town have laid out such way, and reported the same to the town at a public meeting of the inhabitants thereof, regularly notified and warned ; yet the town has unreasonably delayed and refused to approve and allow the same ; by which refusal and delay, your petitioner considers himself aggrieved.

He therefore prays that your honors would, agreeably to law in such cases made and provided, accept and approve of the said private way, laid out as aforesaid, and direct the same to be recorded in the town book of —, or order the said way to be laid out by a committee of three disinterested freeholders, to be appointed by your honors for that purpose ; as your honors in your wisdom shall see fit.

Dated — A. D. 18

A. B.



Form of an Application to the Court of Sessions, by a Person who considers himself aggrieved by the Continuance of a Private Way.

To the honorable Justices of the Court of Sessions for the county of —, next to be holden at —, in said county, on the — Tuesday of —, A. D. 18 . A B, of —, in said county, humbly shews, that at a regular meeting of the inhabitants of the said town, on the — day of —, A. D. 18 , they approved and allowed of a private way previously laid out by the Selectmen of said town, as follows, viz. (*Here insert the courses, &c. from the return, a copy whereof should be exhibited to the Court.*)

That by the continuance of said way, your petitioner is much aggrieved. He therefore prays that your honors would order and direct a discontinuance of the same, agreeably to a law of the State, in such cases made and provided.

Dated — A. D. 18

A. B.

*Form of an Application to the C. of S. by a Person
who thinks himself over-rated.*

To the honorable Court of Sessions for the county of —, next to be holden at —, in and for the said county, on the — day of —, A. D. 18 —, complains A B, of —, in said county of —, that the assessors of the said town of —, for the — year — (*viz. W S, P W and H M,*) in their list of assessment, committed to G W, collector of the said town, have apportioned upon your complainant the sum of —, which (*if it be so, add*) he has been obliged to pay to the said collector, at which he considers himself aggrieved, and although he has made application to the said assessors (*or the assessors for the time being, as the case may be*) they refuse to make him any abatement; he therefore applies to this honorable Court for relief, and prays that your honors, agreeably to a law of this State in such cases provided, would order him a reimbursement out of the treasury of said town, of such sum as your honors shall see cause to abate him, with the charges of this process; and, as in duty bound, will ever pray.

A B.



*Petition of a person disabled in the land or sea
service of the United States for a pension.**

To the Hon. A B, Secretary of War (or of the Navy) of the United States:

The Petition of D C, of —, in the county of —, and State of —, respectfully represents, That &c. (*Here insert the kind and grade of service, the time and manner of receiving of the wound or injury, the length of service previous &c. arranged as may be most convenient.*) That your petitioner is thereby wholly (or, in a great degree, as the case may be) incapacitated from pursuing, with success, his accustomed calling of &c. and, being destitute of the means of comfortable support, is under the neces-

sity of asking from the United States a pension allowance, agreeably to the several statutes, in such cases made and provided : Your petitioner further shews, for reasons why he has not made said application before this time, the following, viz. (*Here insert the reasons.*) Wherefore he requests that his said petition may be sustained and duly considered by your Honor, to the end that the prayer thereof may be speedily granted. D C.

* If in the land-service, it must be addressed to the Secretary of War. If in the sea-service to the Secretary of the Navy.

NOTE.—A Remonstrance is, in form, very much like a Petition, and usually follows it, when the thing prayed for by the same, is opposed to the views or interests of the persons remonstrating, or thereby shewing cause, why the prayer of the said petition should not be granted. It is defined to be “a strong representation” of facts relating to a particular case. The word *remonstrant*, or *remonstrants*, used in the same sense as *petitioner* or *petitioners*, in a petition, although an illegitimate member in the family of the King’s English, seems to have been generally adopted in this State. Some word is truly wanting in this case, but there is no standard authority for the present usage.

Application to a Justice of the Peace for a Proprietors’ meeting.

To J P, Esq. one of the Justices of the Peace, within and for the county of —.

We the subscribers, five (or, *a major part*) of the proprietors of —, judging a Proprietors’ meeting to be necessary, do hereby request you to issue a warrant for the calling of a meeting of said Proprietors, to be holden at —, on —, at — o’clock in the — noon, to act upon the following articles, viz.

1. To, &c.

A B.

2. To, &c.

C D.

E F.

G H.

Dated, &c.

I K.

C—, ss. To A B, one (*or Clerk*) of the Proprietors of —

[L. s.] You are hereby required, in the name of the State of —, to notify the Proprietors of —, in manner as the law directs, to meet at the time and place

and for the purposes mentioned in the foregoing application.

Given under my hand and seal, this — day of —,
A. D. 18 .

J P, *Just. P.* for the said county of —.

Notification.

In pursuance of the foregoing warrant to me directed, I do hereby notify the Proprietors of —, to meet at the time and place mentioned in the foregoing application, and for the purposes therein expressed.

A B.

Dated, &c.

OF WRITS AND OTHER LEGAL PROCEEDINGS.

A writ, in general, is a precept, in writing, under seal, issuing out of some Court, to the Sheriff, or other person, and commanding something to be done touching a suit or action.

A *declaration* is that part of a writ which shows the cause of complaint against the defendant, wherein the party is supposed to have received some wrong.

The *forms of writs*, in this State, are established by law. The declaration must be formed according to the case.

Writ of Attachment.

——, ss. To the Sheriff of our said County of —, or either of the Deputies, or a constable of any town in said county, or either of them, greeting :

In the name of the State of Maine, you are hereby required to attach the goods or estate of A B, of —, in the county of — [Addition] to the value of [twenty dollars] ; and for want thereof to take the body of the said A B, if he may be found in your

precinct, and him safely keep, so that he may be had before me, H S, Esq. one of the Justices of the Peace for the county aforesaid, at my dwelling-house, to wit, at my office, in P, in said county, on [Saturday,] the — day of —, 18—, at — of the clock in the —noon, then and there to answer unto D C, of — in the county of — [addition] in a plea of [the case,] for that &c. (*Here insert the Declaration.*)

Yet though often requested, said A B hath never paid said sum, [*or any part thereof*] but neglects and refuses so to do. To the damage of the plaintiff, as he says, the sum of twenty dollars, as shall then and there appear, with other due damages.

Hereof fail not, and make due return of this writ and of your doings therein, to myself, at or before the said time and day of trial.

Dated at P aforesaid, the — day of — in the year of our Lord one thousand eight hundred and —.
H S.

Summons.

C—, ss. To C D, —, greeting :

In the name of the State of Maine, you are commanded to appear before me, H S, Esq. one of the Justices of the Peace for the county aforesaid, at my dwelling-house, to wit, at my office in P, in said county, on [Saturday,] the — day of —, 18—, at — of the clock in the —noon ; to answer unto A B, of —, in the County of — [addition] in a plea of [the case] as is more fully set forth in the writ : Which plea the said plaintiff hath commenced to be heard and tried before me ; and your goods or estate are attached to the value of twenty dollars, for security to satisfy the judgment which the plaintiff may recover upon the aforesaid trial.

Fail not of appearance at your peril. Dated at

P aforesaid, the — day of —, in the year of our Lord one thousand eight hundred and —. H S.

NOTE.—All Writs must be endorsed by the plaintiff or his attorney, or by some responsible person residing within the State.

Writs issuing from a Jus. Peace, must be served at least seven days before the return day of the same, by a Sheriff, Dep. Sheriff or Constable of the town in which the defendant lives, (*or is at the time of service,*) and has property.

ASSUMPSIT.

Assumpsit is a most extensively remedial action, and applies to all cases, where any *simple and unsealed* contract, either *express* by the parties, or *implied* by law, is unperformed and broken.

This action is usually divided into two kinds, which are not always distinctly defined ; and in many cases flow into each other. First, General Assumpsit, comprehending *Indebitatus Assumpsit*, *Quantum Meruit*, and *Quantum Valebout*.

BEGINNINGS OF DECLARATIONS.

No. 1. *Form of suing by "next friend."*

Attach, &c. —, to answer unto B, an infant, under the age of twenty-one years, who sues this action by C, his [father and] next friend, in a plea of, &c.

No. 2. *By Guardian.*

—, an infant under, &c. who sues this action by C, his guardian, duly appointed, in a plea, &c.

No. 3. *By Executor.*

To answer unto B, of —, executor of the last will and testament of —, deceased, in a plea, &c.

No. 4. *By Administrator.*

To answer to B, administrator of the goods and estate, which were of C, late of —, intestate at the time of his decease, in a plea, &c.

DECLARATIONS.

General Assumpsit. Indebitatus Assumpsit.

No. 1. *On Account Annexed.*

In a plea, of the case, for that the said A, at —, on being indebted to the plaintiff in the sum of —, according to the account annexed, [*and to balance of the same account*] in consideration thereof, then and there promised the plaintiff to pay him the same sum on demand.

No. 2. *For money had and received.*

— being indebted to the plf. in the sum of —, for so much money, before that time had and received by the said A, to the plf's use, in consideration, &c. (*as above.*)

No. 3. *Money lent and accommodated.*

— being indebted to the plf. in the sum of —, for so much money before that time lent and accommodated, by the plf. to the said A, at his request, in consideration, &c.

No. 4. *Money laid out and expended.*

(*Also, for that the said A, &c.*) being indebted to the plf. in the sum of —, for so much money, before that time, laid out and expended, by the plf. for the use of the said A, at his request, in consideration, &c.

No. 5. *For Meat, Drink, &c.*

— being indebted to the plf. in the sum of —, for meat, drink, washing, lodging and other necessities, by the plf. for the said A, at his special request, before that time found and provided [*according to the account annexed*] in consideration, &c.

No. 6. *For Labor done and Materials found.*

— being indebted to the plf. in the sum of —, for certain labor done and performed by the plf. before that time, for the said A, at his special request, and

for divers materials, found and provided, by the plf. in and about such work, at the like request of the said A, [*according to the annexed account*] in consideration, &c.

No. 7. *Against Infant, for Necessaries.*

— being indebted to the plf in the sum of —, for necessaries, with which the plf. supplied him, during his infancy, in consideration, &c.

Quantum Meruit.

No. 1. *For Labor done.*

In a plea of the case, for that the said A, at —, on —, in consideration that the plaintiff, at the special request of the said A, before that time, had done and performed certain work and labor [*according to the account annexed*] for the benefit of the said A, promised the plaintiff to pay him, on demand, so much money as he reasonably deserved to have therefor: and the plaintiff avers that he reasonably deserved to have therefor, the sum of —, of which the said A, then and there, had notice.

No. 2. *For Rent.*

— For that the said A, on —, at —, in consideration that the plaintiff, at the special request of said A, had permitted him quietly to hold and occupy a certain house, &c. from — to —, which said A held and occupied accordingly, promised the plaintiff to pay him on demand, so much money as he reasonably deserved to have therefor: and the plaintiff avers, &c.

No. 3. *By a Physician.*

— For that the plaintiff, at —, on —, travelled — miles, as a physician, and visited and attended the said A, accordingly, on the same day, at —, and had examined into his illness, of a —, so called, and had given him advice, relative to his said dis-

order, prescribed to said A a proper regimen, in meats, drinks and exercise, and had given him a written direction for the procurement, and administration of proper medicine, for his recovery and restoration to health, and all in the plf's business as a physician, at his the said A's special instance and request, in consideration thereof, &c.

No. 4. *For Pasturing Cattle.*

In a plea of the case, for that the said A, on —, at —, in consideration that the Plf. at the special request of the said A, had before that time, for the space of —, grazed for him three cows, in a certain close belonging to the Plf. called —, promised the Plf. to pay him, on demand, so much money as he reasonably deserved to have therefor, which the Plf. avers to be the sum of —, &c.

No. 5. *For Labor done by Plaintiff and his Servants.*

For that the said D. [Dft.] on —, at —, in consideration that the plf. at the special request of the said D., had, before that time, *by himself and his servants* [and with his horses, carts and carriages] done, performed and bestowed [other] his work, labor, care and diligence in and about [other] the business of the said D., then and there promised, &c.

NOTE. The words, *other, like, &c.* included in brackets in No. 5, and the following, are to be omitted, except where they are used as second counts.

No. 6. *For the Hire of Horses, &c.*

For that the said D. [Dft.] on —, at —, in consideration that the Plf., at his [like] special request, had, before that time, let to hire, to the said D., divers [other] horses of the said Plf., and that the said D., according to said letting to hire, had and used the same, promised, &c.

No. 7. *For drawing Plans, &c.*

For that the said D. [Dft.] at —, on —, in consideration that the Plf., before that time, at the special request of the said D., had done, performed and bestowed certain labor, work, care and diligence, in and about the drawing of divers plans and elevations of dwelling houses of the said D., and in and about surveying and superintending the erection of a certain dwelling house of the said D., and during its erection, and on the retainer of the said D., had employed his, the said Plf's. care and attendance about the same, for the said D., and at his like request, promised, &c.

Quantum Valebant.

In a plea of the case, for that the said A, at —, on the — day of —, in consideration of sundry goods and merchandises (*as in the account annexed*) at the special instance and request of the said A, there, before that time, sold and delivered to him, then and there promised the said C, to pay him therefor, on demand, so much money as the same were reasonably worth; and the said C avers that the same goods, &c. were, at the time and place of delivery, reasonably worth the sum of —, of which the said A then and there had notice.

Assumpsit, Quantum Meruit and Quantum Valebant joined.

In a plea of the case, for that the said A, at said —, on the day of the purchase of this writ, being indebted to the plf. in the sum of — dollars and — cents, according to the account annexed; then and there in consideration thereof, promised the plf. to pay him the same sum on demand. And also, for that the said A, at said —, on the day of the purchase of this writ, being indebted to the plf. in one other different sum of — dollars and — cents, for so much money, at the special instance and request of the said A, before that time to him lent and accommo-

ated, and had and received to the use of the plf. and by the plf. laid out and expended to and for the use of the said A, then and there in consideration thereof, promised the plf. to pay him the same sum on demand. And also, for that the said A, at said —, on the day of the purchase of this writ, in consideration that the plf. at the special instance and request of the said A, had before that time done and performed certain work and labor, according to the account annexed, for the said A, then and there promised the plf. to pay him therefor, as much money as he reasonably deserved to have on demand: And the plaintiff avers that he reasonably deserved to have therefor, the further sum of — dollars and — cents; of all which, the said A had due notice. And also, for that the said A, at said —, on the day of the purchase of this writ, in consideration that the plf. at the special instance and request of the said A had sold and delivered to the said A, certain goods, wares and merchandizes, according to the account annexed, then and there promised the plaintiff to pay him therefor, as much money as the same, when so sold and delivered as aforesaid, were reasonably worth, on demand; and the plaintiff avers that the same were then and there reasonably worth one other different sum of — dollars and — cents: of all which the said A had due notice.

Insimul Computassent.

Two Counts.

1. Indeb. Ass.

2. Ins. Comp.—In a plea of the case, for that the said A and B, at —, on —, accounted together, of and concerning their mutual dealings, and of and concerning divers sums of money, due before that time, from the said A to the said B, and thereupon the said A was found indebted, and in arrears to the said B, in the sum of —, in consideration whereof the said A then and there promised, &c.

NOTE. In Insim. Comp. the *time* and *place* should be laid, where the account was settled, or it will be *error*. *Ld. Raym.* 533.

SPECIAL ASSUMPSIT.

*Promissory Notes.*No. 1. *Payee vs. Maker.*

In a plea of the case, for that the said A, at —, on the — day of —, in the year of our Lord one thousand eight hundred and —, by his note of hand, of that date, by him signed, for value received, promised the Plf. to pay him or his order, the sum of — dollars and — cents, on demand (*or as the case may be*) with interest.

No. 2. *Partners vs. Maker.*

— to answer unto C, of —, and E, of —, partners, jointly negotiating in trade, under the firm of C and company, in a plea of the case, for that the said A, at —, on —, by his note, under his hand, of that date, for value received, promised the said C, by the name of their firm of D and company, to pay them, or their order, the sum of —, on demand, with interest.

No. 3. *Payee vs. Partners, subscribing partner unknown.*

Attach the goods and estate of A and E, &c. and partners in trade, doing business under the firm of B and company, in a plea of the case, for that the said A and E, on —, at —, by their note, signed with their style of partnership of that date, for value received, promised the said C &c.

No. 4. *Where Note is subscribed by one.*

— for that on —, and afterwards, the said A and E were partners, jointly negotiating in trade, under the firm of B and company, and being so partners, the said A, on —, at —, made a certain note under his hand, of that date, and thereby, for himself and the said E, (or himself and company,) for value received, promised the said C, to pay him or his order, on demand, the sum of —, with interest until paid.

No. 5. *Indorsee v. Maker.*

In a plea of the case, for that the said A, at —, on —, by his note under his hand of that date for value received promised one C, to pay him, or order, the sum of —, on demand, with interest until paid; and the said C, afterwards, on —, at —, by his indorsement of the same note, in writing under his hand, ordered the contents thereof, then and yet due and unpaid, to be paid to the plf. or his order, according to the tenor of said note, of which the said A then and there had notice, and thereby became liable, and in consideration thereof then and there promised the plf. to pay him the contents of the same note, according to the tenor thereof; yet &c.

No. 6. *Indorsee v. Indorsor.*

In a plea of the case, for that one G, at —, on —, by his note under his hand, of that date, for value received, promised the said A, (Dft.) to pay him or his order, the sum of —, at or before —, then next ensuing, but long since past, with interest therefor until paid; and the said A, there afterwards, on the same day, by his indorsement of the same note in writing, ordered the contents thereof, then unpaid, to be paid to the plf. according to the tenor thereof, and the plf. there, afterwards, on —, made diligent search after the said G, to demand payment of him, but could not find him, [or, if the case be so, “at —, on —, presented the said note, the same being then payable, to the said G for payment, which the said G then and there refused to do”] whereof the said A then and there had notice, and thereby became liable, and in consideration, &c.

No. 7. *On a Due Bill.*

In a plea of the case, for that the said A, at —, on the — day of —, by his note or memorandum in writing, under his hand, of that, for value received, (or as the case may be) acknowledged him-

self to be indebted to the said C, in the sum of —, on demand (*with interest.*)

ORDERS.

No. 1. *Payee v. Acceptor, an order accepted.*

For that one E, at —, on the — day of —, drew his order, in writing, under his hand, of that date, directed to the said A, therein and thereby requesting the said A to pay the said C, or his order, the sum of —, on demand, (for value received of the said C by the said E) and to charge the same to the account of the said E; and the said C afterwards, on the same day, presented the said order to the said A, for his acceptance, who then and there accepted the same, whereby he became liable, and in consideration, &c.

No. 2. *Payee vs. Drawer, order not accepted.*

— For that the said A, at —, on the — day of —, [for value received of the said C] drew his order in writing, under his hand of that date, directed to one E, therein and thereby requesting the said E to pay the said C, or his order, the sum of —, on demand, and charge the same to the account of the said A, and the said C, on —, at —, presented the said order to the said E, for his acceptance and payment, which the said E, then and there, refused to do, of which the said A had due notice, whereby he became liable, &c.

No. 3. *Special Order on Note payable at the — Bank.*

For that the L and T, at —, on —, by the name and firm of L and T, for value received of the plf. drew their order in writing, on J K, cashier of the — Bank, and thereby directed him to present their note made to the plf. for the sum of —, signed by the said L and T, to the directors of said Bank, and thereby ordered and requested them to pay the plf.

that sum; and the plf. avers that said order was presented by said cashier to said directors, who refused to pay said sum or accept said order, whereof the said L and T there on —, had notice, whereby the said L and T became to pay the same sum to the plf. on demand, and being so liable, &c.

No. 4. *For not returning a Mare and tackle hired.*

— For that on —, at —, the said C hired and received of the plf. the plf's. bay mare, saddle and bridle, of the value of — dollars, for a journey from — to —, and back again to —, and then and there promised the plf. to return the same mare, saddle & bridle, to him, at his the said C's return, the same day in good order; yet the said C, not regarding his promise aforesaid, did not return the said mare, &c. according to his said promise, nor hath he to this day done it, though requested; but denies it, &c.

No. 5. *For not delivering Goods bought.*

— For that on —, at —, the said C sold to the plf. a brush for — dollars, then and there in hand by him paid to the said C, and for — dollars, to be paid to him upon the delivery thereof, the said C, on —, at —, in consideration thereof, and that the plf. at the request of the said C, promised to pay him said — dollars, on the delivery of said brush, promised the plf. to deliver him said brush, on —, or before —; yet the said C, though requested, hath not delivered said brush to the plf. but neglects, &c.

AGREEMENTS.

No. 1. *For money paid by Plaintiff to discharge Defendant's debt, at his request.*

For that whereas the said H C, on —, at —, had, at the special instance and request of the said O B, [Dft.] and for his proper debt, paid to one E P, the sum of — dols. which the said O then and

there owed the said E, and ought before that time to have paid, he the said O, in consideration thereof, then and there promised the said H to pay him that sum on demand; yet the said O thereafterwards, though requested on the same day, hath not, &c.

No. 2. *On an Award by Parol Submission.*

For that on —, there were divers controversies between the said A and B concerning their mutual accounts and debts, and then, at —, they appointed one D to hear and determine for them, all said controversies, and mutually promised each other to stand to and abide by the award of the said D thereupon; and the said D afterwards, on —, there heard the said A and B, and adjudged upon the premises, and awarded that the said A should pay to the said B a balance of — dols. on demand, and notified the said A and B thereof; yet the said A, though requested, hath not paid the said sum, but unjustly, &c.

No. 3. *On Special Contract to pay one half in money, and the other half in goods.*

For that the said A, [Dft.] at —, on —, owing the plaintiff — dols. for — day's work done for the said A, at his request, by the said B, at his trade aforesaid, on board the said A's brig, between that day and the — day of —, promised the plaintiff to pay him that sum, the half thereof in lawful money, and the other half thereof in goods, on demand; yet the said A hath not paid the said sum, in manner aforesaid, or any otherwise, though requested to do it, on —, at —, and oftentimes since, but still neglects it &c.

No. 4. *Town Treasurer v. Constable, for not collecting a Tax.*

For that whereas the said D, on —, at —, then being one of the constables of the town of A aforesaid, received of the assessors for the said town of A, a certain rate bill upon several of the inhabitants

of A aforesaid, of them to levy and raise the sum of — dols. part of the town rate of A. aforesaid, with a warrant sufficiently empowering him to distrain for the same, and to pay the same to the treasurer of said town of A, on or before — ; whereupon the said D did then and there promise to collect and pay the same accordingly ; yet &c.

No. 5. *On Note for delivery of specific Articles.*

In a plea of the case ; for that the said A, at —, on —, by his note of hand for value received, promised the plaintiff to pay and deliver him, or his order, — gallons of N. E. rum, at —, on —, or before — then next ensuing, and now past. And the plaintiff avers, that the said rum, at said time and place of delivery, was worth — dols. for every gallon, and that he was then and there ready to receive the same : Yet the said A, though then and there requested, never delivered &c.

No. 6. *For not delivering money to a third person, according to promise.*

For that the said D, [Dft.] on —, at —, in consideration that the plaintiff had then and there delivered him 20 dols. promised the plaintiff to deliver the same on the same day to one C at B : Yet the said D, not minding his said promise, did not deliver the same money, on the same day, to the said C, but neglected and still wholly neglects so to do ; whereby the plaintiff has been impleaded in an action for the same by the said C, and put to great charges, viz. the sum of 30 dols. ; all which is to the damage &c.

ACTIONS OF THE CASE.

1. DECEIT.

No. 1. *For getting Plaintiff with child under pretence of Marriage.*

For that whereas the plf. was a person of good conversation and fame, and always lived in good esteem and favor with her neighbors from her childhood: And the said A, [Dft.] at—, on —, begun to court the plf. under a pretence of a design to marry her, making many solemn protestations of his affection for her, and design to marry her, from that time to —; and then, at —, having gained her affections, and insinuated himself into her good will, under colour and pretence of courtship, did deceive and beguile the plf. and get her with child, and then and there utterly forsook her, and went and married another woman; whereby the said A hath greatly injured the reputation of the plf. &c.

No. 2. *For selling a Cow belonging to another.*

For that the plf. on —, at —, bargained with the said A, [Dft.] to buy of the said A a certain cow, who, knowing the same to be the cow of one D, then and there sold it to the plf. warranting the same cow as his the said A's own cow, for a great sum of money to be paid therefor by the plf. to the said A. And afterwards, on —, at —, the said D took and carried away the said cow, as his own cow, from the plf. And so the said A hath deceived and defrauded the plf. &c.

No. 3. *Warranty of Oxen.*

For that whereas the plf. on —, at —, bargained with the said A, [Dft.] to buy of said A a certain gelding of the said A, well knowing the same gelding to be infirm, unsound, and infected with a certain distemper, called the glanders, by then and

there warranting the said gelding to be sound, and free from any distemper whatever, then and there deceitfully sold the said gelding to the plf. for the sum of — dols. ; which said gelding, at the time of the sale thereof, was, and from that time to the time of the death of said gelding, continued infirm, unsound, and infected with said distemper, to wit, at —. And so the said A falsely and fraudulently deceived the plf. &c.

No. 4. *For selling a Horse belonging to another.*

For that the said A, [Dft.] on —, at —, being possessed of a red roan gelding, affirmed and declared to the plf. that the said gelding was the proper gelding of him the said A, and thereby induced the plf. to buy the same gelding of the said A, and give him therefor another horse, and the sum of —. And the said A then and there, being possessed of the same red roan gelding, sold him to the plf. for the said other horse, and the said sum of —. And the said A in fact says, that the said roan gelding never was the proper gelding of the said A; but at the time and place of affirmation and sale aforesaid, was the proper gelding of one D, and of right to him did belong; and that the said D afterwards, on —, at —, took and led away the said roan gelding, being of the value of —, from and out of the hands and possession of the plf. as the proper gelding of him the said D; to the damage, &c.

II. MISFEASANCES AND NEGLIGENCES.

No. 1. *For turning Plaintiff from his hired House.*

For that the said D, [Dft.] on —, at —, when the plf. and his family were gone out of a certain tenement, which the plf. held by lease parol from the said D, for one quarter of a year, commencing the — day of — then last past, entered into the said tenement and shut the plf. and his family out,

and never suffered the plf. since to enter therein, detaining all his household goods, and tools of his trade of the value of —; to the damage, &c.

No. 2. *For immoderately riding a Horse.*

For that the said D, [Dft.] on —, at —, had hired of the plf. a certain horse of the plf. to ride from A to B, for a certain sum between them agreed; and the plf. had delivered said horse to said D, to ride accordingly: Yet the said D so carelessly and immoderately rode said horse, that, by means of tiring and bad keeping, the said horse afterwards, on —, at —, died; to the damage, &c.

III. TROVER.

No. 1. *For a Chest and Clothes.*

In a plea of the case; for that the plf. on —, at —, was possessed of a chest, and several goods and clothes therein contained, in the schedule hereto annexed particularly mentioned, all of the value of — dols.; and being so thereof possessed, thereafterwards, on the same day, lost the same chest and goods, which thereafterwards, on the same day, came into the hands and possession of the said A, [Dft.] by finding: Yet the said A, well knowing the same to be the proper goods and chattels of the plf. and of right to appertain to him, though requested, hath not delivered the same to the plf. but thereafterwards, on the same day, converted the same to his own use; to the damage, &c.

No. 2. *For Sugar.*

For that the plf. on —, at —, was possessed of hhds. of sugar, marked $\frac{WC}{D}$, of the value of — dols. as of his own sugar; and being so possessed thereof, the plf. thereafterwards, on the same day, casually lost the same sugar, which same sugar thereafterwards, on the same day, came into the possession of the said A [Dft.] by delivery; Yet, &c.

COVENANT.

On a note under seal.

For that the said A. [Dft.] on —, at —, by his deed of that date, in Court to be produced, covenanted with the Plf. to pay him, or his order, the sum of —, on demand, with interest for the same until paid : Yet the said A, though often requested, hath not paid the said sum of —, nor the interest thereof, but wholly neglects and refuses so to do. And so the said A his said covenant hath not kept, but hath broken the same : to the damage of, &c.

BOND.

In a plea of debt, for that the said A, [Dft.] on —, at —, by his writing obligatory of that date, sealed with his seal, and here in Court to be produced, bound and acknowledged himself to be indebted to the Plf. in the sum of —, to be paid to the Plf. on demand : Yet, though requested, the said D hath never paid the same to the Plf. : to the damage, &c.

FOR RENT.*For rent by deed.*

In a plea of debt, for that the Plf. on —, demised his dwelling-house and garden, situate &c. to the said A [Dft.] to hold and occupy for one year from that time ; in consideration whereof, the said A by his deed, dated —, at —, in Court to be produced, covenanted to pay to the Plf. the sum of — rent, at four quarterly payments ; whereby the said A, on —, at —, became indebted to the Plf. in the same sum, rent as aforesaid, for the year then ending : Yet, &c.

TRESPASS.

RELATING TO THE PERSON.

No. 1. *Assault and Battery.*

In a plea of trespass ; for that the said A, on —, at —, with force and arms, in and upon the Plf. made an assault, and him then and there beat, bruised, wounded, and evil entreated ; and other enormities to the Plf. the said A then and there did, against our peace, and to the damage &c.

No. 2. *Assault, &c.—Breach of Close, with Special Aggravation.*

For that the said A and B, on —, at —, with force and arms, entered the Plf.'s chamber, in the western end of C's house in —, assaulted the Plf. and his wife, beat and bruised them, and threatening to throw a pail of cold water upon the Plf. and a shovel of hot coals upon the Plf.'s wife, put them into great fear, assaulted and threatened F and G, the servants of the Plf. threw a quart of hot water upon them, and scalded them ; and having greatly terrified the Plf. and his family, drove them all out of said chamber ; whereby the Plf. hath lost the use of said chamber, the labor of his servants, the comfort of his wife, and the peace of his own mind, ever since : and other enormities, &c.

No. 3. *For assaulting and beating Plaintiff.*

For that the said A and E [Dfts.] on —, at —, with force and arms, on the body of the Plf. an assault made, and him then and there beat, wounded and evilly entreated, and then and there, with force as aforesaid, violently threw the Plf. upon the ground, and him the Plf. on the ground then and there lying, the said A and E did cruelly beat and wound, as well by striking him with their fists, as with their feet, and then and there gave the Plf. one violent blow in and upon his left side, and thereby

broke one of his ribs, and endangered his life ; and other outrages, injuries and enormities on the Plf. they the said A and E then and there committed, against our peace &c.

RELATING TO REAL PROPERTY.

No. 1. *Quare clausum fregit.*

In a plea of trespass, for that the said A, on —, with force and arms, broke and entered the Plf.'s close in —, containing &c. bounded &c. and then and there, with force as aforesaid, his grass, to the value of —, then and there growing, beat down and consumed ; and other enormities then and there did, against the peace, and to the damage &c.

No. 2. *Same—and cutting down trees contrary to Statute.*

For that the said A, on —, with force and arms, broke and entered the Plf.'s close, being the fifteenth lot in the division of lands called —, in —. And the said A, having no right or privilege, without leave or license of the Plf. did then cut down and carry away twenty-four of the Plf.'s pine trees, two of which were under the dimensions of one foot diameter, three were of one foot diameter, and the remaining nineteen were each upwards of one foot over, and of the value of —, contrary to our peace, and to the form of the statute in that case provided ; whereby the said A hath forfeited to the Plf. — for each of the first mentioned trees, and — for each of the three next mentioned trees, and — for each of the remaining nineteen trees aforesaid, and treble the aforesaid value of the said nineteen trees amounting in the whole to the sum of — : Yet though requested, &c.

NOTE. The following declaration being of frequent use in this State, and not being contained in any of the books, it is thought proper, finally to insert it, although omitted in its proper place.

Against inhabitants of a town for support of a pauper.

Summon the inhabitants of the town of A, to answer unto the inhabitants of the town of H, in a plea of the case, for that, on the — day of —, A. D. one thousand eight hundred and —, one B, having his legal settlement in said town of A, was found in said H, poor, sick and destitute, unable to support and maintain himself, and in want of immediate aid and relief—and the said inhabitants of H, by their overseers of the poor, found, procured and provided for the said B, suitable meat, drink, clothing, lodging, medicine and medical aid and attendance, as by law they were bound and authorized to do—and the said inhabitants of H, thereafterwards, within three months from the said — day of —, A. D. in the year of our Lord, &c. to wit, on the — day of —, in the same year, by their overseers of the poor, gave due and legal notice in writing, to the overseers of the poor of said town of A, that the said B was poor, sick and destitute, and unable to support and maintain himself, and was afterwards maintained, provided for and supported by the said inhabitants of H—therein and thereby requesting the said overseers of the poor of the town of A, to remove the said B, and to indemnify the said inhabitants of H, for their expenses in providing for the said B, as by law they were bound to do. And the Plaintiffs aver that the said overseers of the poor of said town of A, wholly neglected, and still do neglect, to remove and provide for the said B; [*whereby and*] in consequence of which neglect, the said inhabitants of H, have been obliged to find and provide for the said B, suitable meat, drink, clothing, lodging, medicine and medical aid and attendance, from the said — day of &c. to the day of the purchase of this writ, amounting in the whole to the sum of —, as by the annexed account more fully appears; of all which the said inhabitants of A have had due notice, and thereby become liable to remunerate to the Plaintiffs their said expenses, and in consideration thereof then and there promised the plaintiffs to pay them as much money as the said meat, drink, clothing, lodging, medicine and medical aid and attendance were reasonably worth, and as [*much money*] they reasonably deserved to have for the same; and the Plaintiffs aver that the said meat, drink, &c. were reasonably worth, and that they reasonably deserved to have for the same the sums, at which they respectively stand charged in said annexed account, of all which the said Defendants have had due notice. Yet, &c. Anderson

OF TRUSTEE PROCESS.

By a late law of this State, *it is provided*, That in all cases where an action is authorised to be brought before the Court of C. P. under the act of this State, passed February 28, 1821, entitled an act concerning foreign attachment, which actions are described in the first section of said act, such action may be brought before any Justice of the Peace, when the amount demanded in damages is not less than five, nor more than twenty dollars, and provided the plaintiff and the supposed Trustee both reside in the same county, where the Justice has jurisdiction. And the officer, to whom such writ may be directed, shall serve the same, in the same manner as other writs of attachment issued from Justices are served, and the writ shall be returnable in like manner to said Justice: and the effect of such service shall be the same as described in said first section of the act aforesaid, to hold the goods, effects and credit, in the hands of such Trustee, to answer whatever judgment may be recovered by said Plaintiff.

Form of Writ.

STATE OF MAINE.

C——, ss. To the Sheriff of our county of —, or either of his Deputies, or to any Constable of any town in said county, greeting.

We command you to attach the goods and estate of A, to the value of [twenty dollars] and summon the said A, if he may be found in your precinct, to appear before me, H S, Esq. one of the Justices of the Peace for our said county of —, at my dwelling house, to wit, at my office, in P——, on — the — day of —, 18——, at — o'clock in the — noon, then and there to answer unto B, of — (addition) in a plea of — For that &c. Yet though often requested, the said A has never paid said sum, or any part thereof, but neglects and refuses so to do. To the damage

of the said B, (as he says) the sum of [twenty dollars] as shall then and there be made to appear, with other due damages. And whereas the said B saith that the said A has not in his own hands and possession goods and estate to the value of [twenty dollars] aforesaid, which can be come at to be attached, but has entrusted to, and deposited in the hands and possession of C, of — (addition) Trustee of the said A, goods, effects and credits to the said value; We command you therefore, that you summon the said C, if he may be found in your precinct, to appear before me, the said Justice, at the time and place aforesaid, to shew cause, if any he has, why execution, to be issued upon such judgment as the said B may recover against the said A, in this action, if any, should not issue against his goods, effects or credits, in the hands and possession of him the said C.

Hereof fail not, and make due return of this writ, with your doings therein, to myself, at or before the said time of trial. Dated at P, this — day of —, in the year of our Lord, one thousand eight hundred and — H S.

OF PLEADING.

A plea is that, which either party alleges for himself in Court, in a cause there pending to be tried.

Abatement.

No. 1. *To the jurisdiction of the Court.*

PLEA. And the said D, in his proper person, comes and defends the force and injury, &c. and says, that this Court ought not to have further cognizance of the plea aforesaid, because he says, the cause of action, if any, accrued to the plf. out of the jurisdiction of this Court, to wit, at, &c. in the county of, &c. and not at, &c. in the said declaration named, or elsewhere, within the jurisdiction of the Court here, and this the said D is ready to ver-

ify : Wherefore he prays judgment, if this Court can or will have further cognizance of this plea, &c.

REPLICATION. And the plf. says, that the Court here ought to take further cognizance of, and sustain his action aforesaid, notwithstanding any thing by the said D, above in his plea alleged, because he says that the cause of his said action arose within the jurisdiction of this Court, to wit, at, &c. in the county of, &c. as he has above in his writ alleged, and of this he puts himself upon the country.

No. 2. *Infancy--To the Plaintiff.*

PLEA. And the said D comes and defends, &c. when, &c. and prays judgment of the writ and declaration aforesaid, that the same may be quashed, because he says that the plf. is an infant, under the age of twenty-one years, viz. of the age of nineteen years, at, &c. in said county, and this he is ready to verify : Wherefore, inasmuch as the plf. hath sued out the said writ and declared therein, in his own person, and not by guardian or next friend, the said D. prays judgment of the writ and declaration aforesaid, that the same may be quashed, and for his costs.

REPLICATION. And the plf. says, by reason of any thing by the said D in his plea above alleged, the said writ and declaration ought not to be quashed, because he says, that at the time of suing out the said writ and declaring therein, he, the plf. was above the age of twenty-one years, to wit, twenty-two years of age, without this, that he was at the time, an infant under the age of twenty-one years ; and of this he puts himself upon the country.

No. 3. *Misnomer of Person.*

PLEA. And the said D comes and defends, &c. when, &c. and prays judgment of the writ aforesaid, because he says, that the plf. is named and known, and called by the name of A B ; without

this, that the plf. is named and called by the name of C D, as by the writ above is supposed, and this he is ready to verify: Wherefore he prays judgment of the writ aforesaid, that the same may be quashed, &c.

No. 4. *Misnomer of Degree.*

PLEA. And the said D comes, &c. when, &c. and prays judgment of the writ aforesaid, because he says that the plf. on the day of the purchase of said writ, was not a gentleman, as by the said writ above is supposed; and this he is ready to verify: Wherefore, inasmuch as the plf. by the said writ is called gentleman, the said D prays judgment of the said writ, and that the same may be quashed, &c.

No. 5. *Misnomer of Place.*

PLEA. And the said D comes, &c. when, &c. and prays judgment of the said writ, because he says that the plf. is, and long before, and at the time of the purchase of said writ, was an inhabitant of, and commorant in A, in the county of, &c. without that, that the plf. is, or before, or at the time of the purchase of said writ, was an inhabitant of said B, as is by the writ aforesaid above supposed; and this he is ready to verify: Wherefore, inasmuch as the plf. is not named of his proper place, the said D prays judgment of said writ, &c.

No. 6. *Infancy—To the Defendant.*

And the said D, by A B, his guardian, by the court here duly admitted to defend for the said D, who is under age, of twenty-one years, comes, &c. when, &c. and saith that he is under the age of fifteen years and no more; and this he is ready to verify: Wherefore he doth not intend that during his minority he ought to answer the plf. of said debt as aforesaid, and prays therefore that the said plea may remain till the full age of him the said D.

No. 7. *Partners.*

PLEA. And the said D comes, &c. when, &c. and prays judgment of said writ of the plf. because he says, that at the time of the making of said several supposed promises in said declaration mentioned, the said D was partner in trade with one A B, which A B is yet living, to wit, at, &c.; and that the said several promises in said declaration mentioned, if any such were made, were, and each of them was made by the said A B, jointly with the said D, and not by the said D alone, as by the said writ is supposed; and this the said D is ready to verify: Wherefore, &c.

REPLICATION. And the plf. says, that his writ aforesaid ought not to be quashed, because he says that the said A B and D are one and the same person, and not other or different persons; and that the promises in said declaration mentioned, were not made by any other person of the said name of A B, jointly with said D, but by the said D, otherwise A B, solely, as the plf. hath above thereof complained against him; and this he is ready to verify; and this he prays may be inquired of by the country.

No. 8. *Wrong Action—To the Count.*

PLEA. And the said D comes, &c. when, &c. and says that the plf's. writ is insufficient, and ought to abate, in that the plf. in his declaration aforesaid, has declared his action an action of debt, and named his action debt, when, by his own shewing, his action ought to be trespass on the case, and not debt, and this he is ready to verify: Wherefore the plf's. writ aforesaid ought to abate, and the plf. prays judgment accordingly.

No. 9. *No cause of action accrued.*

PLEA. And the said D comes and defends, &c. when, &c. and prays oyer of the writ aforesaid, of the plf. and it is read to him in these words: C —,

ss. &c. (*recite the whole writ*) which being read and heard, the said D says that the plaintiff, before the said, &c. day of, &c. in the declaration aforesaid abovementioned, purchased his said writ against the plaintiff, for the debt aforesaid; and this he is ready to verify: Wherefore he prays judgment of said writ, that it may be quashed, &c.

No. 10. *Variance—To the writ.*

PLEA. And the said D comes, &c. when, &c. and prays oyer of the original writ of the plf. and it is read to him in these words, &c.; and he prays oyer of the writing obligatory, and it is read to him in these words, &c.; and he prays oyer of the writing obligatory declared on, which is read to him in these words, &c.; which being read and heard, the said D says that there is a variance between the said writing, here in court produced, and the original writ purchased out thereupon, because he says that he, in the said writing obligatory, is named and called C D, of N, in the county, &c. and in said writ is named A D, of B, in, &c.; & this he is ready to verify: Wherefore he prays judgment, &c.

No. 11. *Account.*

Never Bailiff—In Bar.

PLEA. And the said D comes and defends, &c. when, &c. and saith that he never was bailiff of the said plf. of the goods and chattels aforesaid, to render an account thereof to the said plf. in manner and form as the said plf. hath above thereof declared against him; and of this he puts himself upon the country.

No. 12. *Non Assumpsit by Executor.*

PLEAS 1. And the said D comes and defends, &c. when, &c. and saith, that the said A B, the testator did not make either of the promises above supposed by the said Plaintiff, in his writ and declaration aforesaid, in manner and form as he has

therein alleged ; and thereof he puts himself upon the country.

Action has not accrued within six years.

2. And for another plea to the said Plaintiff's first count, in his declaration aforesaid, by leave of the court here, the said D comes and defends, &c. when, &c. and says, that the Plaintiff, his action aforesaid thereof against him ought not to have or maintain, because he says, that the cause of action in the said court supposed, did not, at any time within six years next before the commencement of the said action, accrue to the Plaintiff ; and this he is ready to verify : Wherefore he prays judgment, if the said Plaintiff, his action aforesaid thereof against him, ought to have or maintain, &c.

3. And for another plea to the said Plaintiff's second count, in his declaration aforesaid pleaded, by leave of the court, here the said D comes and defends, &c. when, &c. and says (*action non, as before*) because he says, that the said A B, the testator, never made the promises above supposed by the said Plaintiff in his said second count in his declaration aforesaid, at any time within six years before the commencement of the Plaintiff's action aforesaid, and this he is ready to verify. Wherefore, &c.

No. 13.

PLEA. And the said D, having obtained leave of the court here to plead another, and a further plea in this behalf, comes and defends, &c. when, &c. and as to the three first counts in the declaration aforesaid, he says, the Plaintiff, his action aforesaid thereof against him ought not to have or maintain, because he says, that the said A B, at any time within six years next before the commencement of the Plaintiff's action aforesaid, never made either of the promises above alleged by the Plaintiff, in the said three counts in the declaration aforesaid, in manner and form as the Plaintiff hath above

thereof declared against him ; and this he is ready to verify : Wherefore he prays judgment, &c.

REPLICATION. And the said Plaintiff says, that by any thing above alleged, he ought not to be precluded from having and maintaining his action aforesaid, because he says, that the said D made and signed the promissory note above declared on, at the time and place above by him. supposed by him in his declaration aforesaid, in the presence of our witness, who then and there attested the same ; and this he is ready to verify : Wherefore he prays judgment, and his damages and costs to be adjudged to him.

REPLICATION. And the said Plaintiff as to the plea of the said D, above pleaded in bar says, that by reason of any thing in the same plea alleged, he ought not to be barred from having and maintaining his action aforesaid, because he says, that at the times when the said several causes of action in the Plaintiff's declaration mentioned accrued, the said A B, now deceased, was "*without the limits of this State, and did not leave property or estate therein, that could, by the common and ordinary process of law, be attached ;*" * and the said A B continued and remained "*without the limits of this State,*" from thence, until, and at, the time of his decease ; and that the Plf. as administrator as aforesaid, within six years next after the decease of the said A B, to wit, on &c. commenced his action aforesaid, against the said D ; and this he is ready to verify. Wherefore he prays judgment, and his damages to be adjudged to him, &c.

*See, Laws of Maine.

REJOINDER. And the said D says, that by any thing in the Plf's. replication aforesaid above alleged, he ought not to have or maintain his action aforesaid against him, the said D, because he says that the Plf. did not commence his action aforesaid thereof against him the said D, within six years

next after the death of the said A B, as the Plf. hath above in his replication alleged ; of this he puts himself upon the country.

REJOINDER. And the said D says (*actionon*) because he says, that after the said several causes of action in said declaration mentioned, the said A B returned from "*without the limits of this State,*" into this State, and resided therein, at &c. on, &c. ; and at any time within six years after such return of the said A B into this State, as aforesaid, the Plf. did not commence his action aforesaid, for the said several causes in said declaration mentioned, *without this, that the said A B continued and remained without the limits of this State, from the time when said action accrued, thenceforth, until, and at the time of his death ;* and this he is ready to verify. Wherefore he prays judgment, if the Plf. his action aforesaid thereof ought to have or maintain, &c.

SURREJOINDER. And the Plf. says, that by any thing in the rejoinder of the said D above pleaded, he ought not to be barred from having and maintaining his action aforesaid against the said D, because he says, that after the said several causes of action abovementioned accrued, the said A B did not return from "*without the limits of this State,*" into this State, in manner and form as the said D hath above alleged ; and this he prays may be enquired of by the country.

No. 14. *In Trover.*

PLEA. And the said D (*by his attorney*) comes and defends, &c. when, &c. and says, that the said A, his action aforesaid against him ought not to have or maintain, because he says, that (*Here insert a brief statement of the facts of the case, which go to bar the action, and to show that the Defendant was legally entitled to the goods, &c.*) ; and being so en-

titled thereto, the said D; afterwards, to wit, on the said — day of —, in the year of &c. abovesaid, at — aforesaid, did dispose of and convert the said (*goods*) to the proper use of him, the said D, as it was lawful for him to do : *without that*, that he is guilty of any other conversion of the said (*goods*) to his use, in manner and form as the said A, by his declaration aforesaid, has alleged, and this he is ready to verify. Wherefore he prays judgment if the said A, his action aforesaid ought to have or maintain against him, &c.

Assumpsit.

No. 15. *Non Assumpsit—In Bar.*

PLEA. And the said D comes and defends, &c. when, &c. and says, he never promised in manner and form as the Plf. hath thereof declared against him ; and of this he puts himself upon the country.*

D.

General issue. And the Plf. likewise.

P.

*When the general issue is pleaded before a Justice, it must end thus, *and of this he puts himself on trial.*

No. 16. *In Debt.*

PLEA. And the said D (*by E, his attorney*) comes and defends the force, injury and damages, and whatever else he ought to defend, when and where *the court will consider thereof*, and says that he does not owe to the said A, the sum of —, or any part thereof, in manner and form as the said A has above thereof complained against him ; and of this he puts himself upon the country.

No. 17. *In Replevin.*

PLEA. And the said D (*by his attorney*) comes and defends, &c. when, &c. and says that he did not take the said cattle (*or goods and chattels, as the case may be*) in manner and form as the said A has

above thereof complained against him : and of this he puts himself upon the country.

No. 18. *Not Guilty—On Statute.*

PLEA. And now the said D comes and defends, &c. when, &c. and says that he is not guilty in manner and form as the said Plf. has within informed and complained against him ; and thereof he puts himself upon the country.

No. 19. *Trespass.*

PLEA. And the said D comes and defends the force and injury, when, &c. where, &c. and says that he is not guilty of the trespass (*or, assault and battery,*) aforesaid, in manner and form as the said A, above thereof complains against him ; and of this he puts himself upon the country.

DEMURRERS.

No. 1. *To the Declaration—In Bar.*

DEMURRER. And the said D comes and defends the force and injury, when, &c. and says, that the Plf. ought not to have or maintain his action aforesaid thereof against him, because he says, that the declaration aforesaid, and the matter therein contained are insufficient in law to have and maintain the action aforesaid of the Plf. against him ; to which declaration, he, the said D, has no necessity, nor is by the law of the land bound, in any way to answer ; and this he is ready to verify. Wherefore, for want of a sufficient declaration in this behalf, he, the said D, prays judgment, and that the Plf. may be barred from having his action aforesaid thereof against him, &c.

JOINDER. And the Plf. says, that he, by any thing by the said D, above in pleading alleged, ought not to be precluded from having his action aforesaid thereof against him, because he says, that the declaration aforesaid thereof against him, be-

cause he says, that the declaration aforesaid, and the matter in the same contained, are good and sufficient in law to have the action aforesaid of the Plf. thereof maintained against the said D; and because the said D does not answer the said declaration, nor has hitherto, in anywise, denied the same, the Plf. prays judgment and his debt aforesaid, with his damages, on occasion of the detention of the same debt, to be adjudged to him, &c.

No. 2. *To a Plea.*

DEMURRER. And the aforesaid Plf. says, that the plea of the said D, is insufficient in law to preclude him, the said Plf. from having his action aforesaid against the said D; and that he has no necessity, nor is by the law of the land bound to answer that plea in manner and form aforesaid pleaded; and this he is ready to verify. Wherefore for want of a sufficient answer in this behalf, the same Plf. prays judgment and his damages, by reason of the said detaining, the said debt, to be adjudged to him, &c.

JOINDER. And the said D, for that he has above alleged sufficient matter in law to preclude the said Plf. from having his action aforesaid against him, which he is ready to verify, which said matter the said Plf. does not deny, nor thereunto in anywise answer, but the said averment wholly refuses to admit, prays judgment, and that the said Plf. may be precluded from having his action aforesaid against him, &c.

Form of the Levy of an Execution on Real Estate.

C —, ss. Then personally appeared, A B, C D, and E F, and made oath, that they would faithfully and impartially appraise such real estate of the within named —, as should be shewn to them, to satisfy the within execution, with all fees.

Before me, J P, Just: Peace.

Appraisers' Return.

C —, ss.

We, the above named A B, C D, and E F, having been sworn as above, have appraised, and do hereby appraise —, &c. bounded, &c. with all the privileges and appurtenances thereunto belonging, at the sum of — : The same having been shewn to us by —, the creditor, (*or, by —, attorney to —,*) the creditor, as the estate of the within named —, to satisfy (*in full or in part,*) the within execution.

A B.

C D.

E F.

Officer's Return.

C —, ss. Having, at the request of the within above named —, caused the above named A B, C D, and E F, three disinterested and discreet men, being freeholders in said county, viz. the said A B, chosen by —, (*or by —, attorney to —,*) the creditor ; C D, chosen by —, (*or by —, attorney to —,*) the debtor ; and E F, chosen by myself, [*or, if the debtor neglects or refuses to choose, say, and E F, by me for the said —, who neglects and refuses to choose*] faithfully and impartially to appraise [*the estate above mentioned,*] and they, the said A B, C D, and E F, having upon oath appraised the same, at the sum of —, as above appears : I have, this day, agreeably to law, delivered possession and seizin of the said [*estate*] to him, the said —, (*or, to him the said —, attorney to —,*) the creditor. To have and to hold the same to him, the said —, his heirs and assigns forever, in full (*or in part*) satisfaction and discharge of the within execution and charges of levying the same, which charges amount to the sum of —, and have left the said — in quiet possession thereof. I do therefore return this execution fully satisfied, [*or satisfied in part, viz. for the sum of —, the said —, (or —, attorney to the said —,*) the creditor not having been able to shew any further estate belonging to the said —, wherewith to satisfy the residue.]

J S, *Dep. Sheriff.*

Creditor's Receipt.

C —, ss. I have received of the above named J S, Dep. Sheriff, full satisfaction and seizin of the above mentioned —, in full satisfaction of the within execution and charges of levying the same; *or*, I have received of the above named J W, Dep. Sheriff, full possession and seizin of the above mentioned —, in part satisfaction of the within execution, viz. for the sum of —, the same having been appraised as above mentioned, at — dollars, and the charges of the levying, being —. H W.

OF POOR DEBTORS.

By a law of this State, passed Feb. 9, 1824, it is provided, that when any person standing committed by force of an execution, shall complain, that he or she hath not estate sufficient to support him or her in prison, the gaoler or keeper of such prison shall, on such complaint, apply to one of the Justices of the Peace within and for the county in which such prison is, who shall thereupon make out a notification in writing, under his hand and seal, thereby signifying to the creditor or creditors, such prisoner's desire of asking the privilege and benefit allowed in and by this act, and of the time and place appointed for the intended caption of the oath or affirmation allowed by this act, &c.

Application to a Justice, in behalf of a Debtor.

To J P, Esq. one of the Justices of the Peace, within and for the county of —, I, —, keeper of the prison in —, in said county, represent that —, now a prisoner in said prison, in which he stands committed by force of an execution, issued on a judgment obtained against him —, by —, for the sum of —, damage, and costs of court, taxed at —, hath complained to me that he hath not estate sufficient to support himself in Prison. I do there-

fore, in his behalf, and at his request, apply to you the said Justice to make out a notification to the said —, the creditor aforesaid, agreeably to an act of the State, entitled “an act for the relief of Poor Debtors;” (*and also an act additional to “an act for the relief of Poor Debtors”*)* thereby signifying to said creditor, his, the said —’s desire of taking the privilege and benefit allowed in and by said act. Dated at — aforesaid, the — day of —, A.D. 18 —.

* By a late law of this State, extending to such debts as shall be contracted on or after the first day of July, 1824, the debtor himself may complain to a Justice of the Peace, as therein prescribed, in which case the words in parenthesis should be inserted, and the form, in other respects, varied as follows: I, A B, of —, now a prisoner, arrested by force of an execution issued on a judgment obtained against me by —, for the sum of —, damage, and costs of court, taxed at —, do complain, &c. and apply to you, &c.

C —, ss. To (*the creditor.*)

Greeting.

Whereas the foregoing application hath, this day, been made to me the subscriber, one of the Justices of the Peace within and for the said county of —. You are therefore hereby notified of the same; and that —, the — day of — next, at eleven o’clk. in the forenoon, is intended for the caption of the oath (*or affirmation*) allowed by the act therein referred to, at (*the prison aforesaid;*) when and where you will be present if you see fit. Given under my hand and seal, the — day of —, A.D. 18 —

C —, ss. (*Date.*)

I have this day served the above notification upon the above named —, by (*giving him in hand an attested copy of the within, or as the case may be.*)

—, Deputy Sheriff.

C —, ss. (*Date.*)

Having examined the above return, and duly cautioned the said —, we have administered to him the oath or affirmation, allowed in the act above referred to; and made out a certificate thereof in the form therein prescribed.

} *Justices of the Peace*
} *and of the Quorum*

Prisoner's Oath.

I, A B, do solemnly swear, before Almighty God, that I have not any estate, real or personal, in possession, reversion or remainder, sufficient to support myself in prison, or to pay prison charges, except the goods and chattels by law exempted from attachment and execution; and that I have not, since the commencement of this suit against me, or at any other time, directly or indirectly, sold, leased, or otherwise conveyed or disposed of, to, or entrusted any person or persons whomsoever, with all or any part of the estate, real or personal, whereof I have been the lawful owner or possessor, with any intent or design to secure the same, or to receive, or to expect any profit or advantage therefor; or have caused or suffered to be done, any thing else whatsoever, whereby any of my creditors may be defrauded. *So help me God.* A B.

C —, ss. To J P, the keeper of the gaol at P, in the county of C,

We the subscribers, two Justices of the Peace for the said county of C, and each of us of the Quorum, hereby certify, that A B, a poor prisoner, confined upon execution for debt, in the gaol at P aforesaid, hath caused E F, the creditor, at whose suit he was so confined, to be notified according to law, of his the said A B's desire of taking the benefit of the act, entitled "an Act for the relief of poor debtors;" (*and also of an act, entitled "an Act additional to an act for the relief of poor debtors:"*) that in our opinion the said A B hath not any estate, real or personal, sufficient to support himself in prison, except the goods and chattels by law exempted from attachment and execution; and that he hath not conveyed or concealed his estate, with design to secure the same to his own use, or to defraud his creditors; and that we have, after due caution to the said A B, administered to him the

oath prescribed in "an Act for the relief of poor debtors." Witness our hands and seals, this — day of —, A. D. one thousand eight hundred and —

INDENTURES.

Every writing of more than one part, as agreements, of which each part retains *one*, is strictly speaking, an Indenture; but the word is now used in a more confined sense, to designate the instrument, by which a minor is bound to serve as an apprentice. Each part must be an exact copy of the other, and there must be one for each of the parties.

By a law of the State of Maine, it is provided, that minors under the age of fourteen years, may be bound by deed, until that age, as servants or apprentices, by their father; and in case of his decease, by their mother or by their guardian legally appointed; or having no parent or guardian, may bind themselves, with the approbation of the Selectmen or major part of them, of the town where such minors reside. And all minors of the age of fourteen years or upwards, may be bound by deed as apprentices or servants; females to the age of eighteen years, or to the time of their marriage within that age; and males to the age of twenty-one years, by their father; and in case of his decease, by the mother, or guardian legally appointed, having the minor's consent expressed in the deed. And any such minors, having no father, mother or guardian within the State, may, by deed, bind themselves, with the approbation of the Selectmen, or the major part of them, of the town where they reside: *Provided*, That in every case there shall be two deeds of the same form and tenor, executed by both parties, one to be kept by each; and where made by the approbation of the selectmen, they, after having examined the terms

of the deeds, shall express their approbation thereon, and sign the same: *Provided also*, That all considerations which shall be allowed by the master or mistress in any contract of service or apprenticeship, shall be secured to the sole use of the minor thereby engaged. And all contracts which shall be made by any parent or guardian, or by any minor for him or herself, pursuant to this Act, shall be good and effectual in law against all parties, and the minor thereby engaged, according to the tenor thereof.

And it is further provided, that no covenant of apprenticeship, entered into by any minor, his parent or guardian, for the purpose of such minor's learning or being instructed in any trade or mystery, and made to any master and the wife of such master; or to the executors, administrators or assigns of such master, shall be binding on such minor, parent or guardian, after the decease of the master; but on the death of such master, the said covenant shall be deemed void from that time; and in any such case any minor may be bound out anew, in the manner herein before prescribed.

Further, That the Overseers (*of the Poor*) shall have power to set to work, or bind out to service by deed, as aforesaid, for a term not exceeding one whole year at a time, all such persons residing and lawfully settled in their respective towns, or who have no such settlement within this State, married or unmarried, upwards of twenty-one years of age, as are able of body, but have no visible means of support, who live idly, and exercise no ordinary or daily lawful trade or business to get their living by; and also all persons, who are liable by any law to be sent to the house of correction, upon such terms and conditions as they shall think proper.

An Indenture to bind out a minor upwards of fourteen years of age.

This Indenture Witnesseth, That A B, of, &c, doth by these presents bind his son, C B, and with

the free will and consent of the said C B, he is hereby bound an Apprentice to R P, of —, to learn the art, trade, or mystery of —, and with him the said R P, after the manner of an apprentice, to serve from the day of the date of these presents, until the — day of —, which will be in the year of our Lord one thousand eight hundred and —, when the said apprentice will arrive at the age of twenty-one years. During all which time, the said apprentice his said master well and faithfully shall serve, his secrets keep, his lawful commands duly obey. He shall do no damage to his said master, nor suffer it to be done by others, without giving seasonable notice thereof to his said master—He shall not waste the goods of his said master, nor lend them unlawfully to any—At cards, dice, or any other unlawful game, he shall not play—He shall not absent himself, by day or by night, from the service of his said master without his leave; nor haunt or frequent ale-houses, taverns, or gaming places.—He shall not contract matrimony within the said term; nor shall he commit any acts of vice or immorality which are forbidden by the laws of the State; but in all things, and at all times, he shall carry and behave himself towards his said master, and all others, as a good and faithful apprentice ought to do, during all the term aforesaid. And the said R P doth hereby covenant and promise to teach and instruct, or cause the said apprentice to be instructed, in the art, trade or calling of —, by the best way or means that he may or can (if said apprentice be capable to learn);* and during the said term, to find and provide unto the said apprentice good and sufficient meat, drink, clothing, lodging, and other necessities fit and convenient for such an apprentice, during the term aforesaid, and at the expiration thereof, shall give

* The following covenant is usually inserted in this place. viz. "And also to teach and instruct the said apprentice, or cause him to be taught and instructed to read and write, &c."

unto the said apprentice, two suits of new wearing apparel, one suitable for Lord's day, and the other for working days. In testimony whereof, the said parties have to this, and one other indenture, of the same tenor and date, interchangeably set their hands and seals, the — day of —, in the year of our Lord one thousand eight hundred and —

*Signed, sealed and delivered, }
in presence of us, }*

An Indenture by the Overseers of the Poor, to bind out a poor child.

This Indenture Witnesseth, That we, A B, C D, and E F, Overseers of the Poor of the town of —, in the county of —, by virtue of a law of this State in such cases made and provided, have put and placed, and by these presents do put, place and bind out, G H a poor child, the son of —, of said town of —, as an apprentice to J K, of —, to learn the art, trade, or mystery of —: the said G H, after the manner of an apprentice, to dwell with and serve the said J K, from the day of the date hereof, until the — day of —, which will be in the year of our Lord one thousand eight hundred and —, at which time the said apprentice, if he shall be living, will be — years of age. And the said J K, on his part, doth hereby promise, covenant and agree to teach and instruct the said apprentice, or cause him to be taught and instructed, in the art, trade, or calling of a —, by the best way or means he can; and also to teach and instruct the said apprentice, or cause him to be taught and instructed, to read and write, &c. if the said apprentice be capable to learn. (Remainder as in the preceding.)

An Indenture to bind out a person upwards of twenty-one years of age, agreeably to the laws of Maine.

This Indenture, made the — day of — by and between B T, P W, and S M, overseers of the

poor of the town of —, in the county of —, on one part, and D B, of —, in said county, gent. on the other part, *witnesseth*, That the said overseers by virtue of the power and authority to them given in and by a law of this State, entitled “an Act ascertaining what shall constitute the legal settlement, and providing for the relief and support, employment and removal of the poor,” passed March 21, 1821, have set to work, and do hereby set to work and bind out to the said D B, for the space of one whole year from the date hereof, A B, a married (*or* unmarried) person, upwards of twenty-one years of age, able of body, who has no visible means of support, lives idly, and neither uses or exercises any ordinary or daily lawful trade, or business, to get [his] living by; during which time he shall faithfully serve the said D B, and obey all his lawful commands, not wasting any of his goods, nor doing any damage to him whatever; and the said D B, on his part, doth hereby covenant and engage to pay to the said overseers, for the service of the said A B, for the term aforesaid, the sum of —, to be improved by the said overseers for the support of said A B’s family, (*if he have any; if not, say, to be laid out at the discretion of the said overseers for the use and benefit of the said A B.*) In testimony whereof the parties aforesaid have hereunto interchangeably set their hands and seals, the day and year above written.

Signed, sealed and delivered, }	B T. (L. s.)
in presence of us, }	P W. (L. s.)
S D F. }	S M. (L. s.)
M E. }	D B. (L. s.)

An Indenture to bind as a Servant, a Minor, under the age of fourteen years.

This Indenture witnesseth, That A B, of, &c. by these presents doth put and place his [*or her*] son C B, a minor, under the age of fourteen years, as a

servant to R P, of, &c.: the said C B after the manner of a servant to dwell with and serve the said R P, from the day of the date hereof, until the — day of —, A D. —, at which time the said C B, if he should be living, will be fourteen years of age. During which term the said C B his said master well and faithfully shall serve; he shall do no damage to his said master, nor wilfully suffer any to be done by others; he shall not waste his master's goods, nor lend them unlawfully to any; from the service of his said master he shall not absent himself, but shall in all things behave himself as a good and faithful servant ought, during the whole time or term aforesaid.

And the said R P, on his [*or her*] part, doth hereby promise, covenant and agree, &c. (*Here insert the terms to be performed on the part of the master.*) *In testimony, &c.*

If the Minor be bound by Guardian, say, —

This Indenture witnesseth, That A B, of, &c. guardian, legally appointed, of C D, a minor under the age of fourteen years, son of E F, late of, &c. deceased, hath put and placed, and by these presents doth put and place the said C D, as a servant to R P, of, &c. (as in the last form.)

If the Minor have no Parent or Guardian and is to be bound with the approbation of the Selectmen, say,

This Indenture witnesseth, That C B, a minor under the age of fourteen years, now resident in —, son of A B, of, &c. deceased, having no parent or guardian, by these presents and with the approbation of E F, G H, I K, Selectmen (or a major part of the Selectmen) of the said town of —, doth put and place himself as a servant to, &c. (as before.)

After the signature of the parties, the Selectmen should express their approbation as follows, viz.

We the subscribers, Selectmen of the town of —, having examined the terms of the foregoing deed,

do hereby signify our approbation of the same, and of the said — binding himself as therein mentioned.

E F.

G H.

I K.

An Indenture to bind as a Servant, a minor of the age of fourteen years or upwards.

This Indenture witnesseth, That A B, of, &c. hath put and placed, and by these presents, doth put and bind out his son, C B, and the said C B doth hereby put, place and bind himself as a servant to R P, to — (Here the particulars of his service may be mentioned) and the said A B and C B do covenant with the said R P, that he the said C B shall as a servant as aforesaid, dwell with and serve the said R P, from the day of the date of these presents, until the — day of —, which will be in the year of our Lord —, at which time the said C B, if he should be living, will be twenty-one years of age. During all which time or term the said C B his said master as a servant will, &c. (As in the first form, page 107, only instead of the word apprentice say servant.)

And the said R P on his part, doth hereby promise, covenant and agree, &c. *(Here insert the terms to be performed on the part of the master.)*

In testimony, &c.

If the minor be bound by a guardian, or having no parent or guardian, bind himself, with the approbation of the Selectmen, say as in the form preceding the last.

An Indenture to bind as an Apprentice, a minor under the age of fourteen years.

1. *By his Parent.*

*This Indenture witnesseth, That A B, of, &c. hath put and placed, and by these presents doth put and place his (or her) son C B. * * * **

2. *By his Guardian.*

*This Indenture witnesseth, That A B, of, &c. guardian, legally appointed, of C F, a minor, under the age of fourteen years, son of E F; late of, &c. deceased, hath put and placed, and by these presents doth put and place the said C F. * **

3. *Having no parent or guardian, by himself, with the approbation of the Selectmen of the town where he resides.*

*This Indenture witnesseth, That C B, a minor under the age of fourteen years, now resident in, &c. a son of A B, of, &c. deceased, having no parent or guardian, hath put and placed, and by these presents, and with the approbation of E F, G H, and I K, Selectmen (or a major part of the Selectmen) of the said town of —, doth put and place himself * * * * as an apprentice to R P, of, &c. to learn the art, trade or mystery (so far as the said apprentice be capable to learn) of —. The said C B after the manner of an apprentice to dwell with and serve the said R P, from the day of the date hereof, until the — day of —, which will be in the year of our Lord one thousand eight hundred and —, at which time the said apprentice, if he be living, will be fourteen years of age. During all which time, &c. (as in page 107.)*

In testimony, &c.

If the minor bind himself, with the approbation of the Selectmen, their approbation should be expressed at the foot, thus :

We the subscribers, Selectmen of the town of —, having examined the terms of the foregoing deed, do hereby express our approbation of the same, and of the said C B's binding himself as therein mentioned.

E F.

G H.

I K.

An Indenture to bind as an Apprentice a minor of fourteen years old and upwards.

1. *By his Parent.*

This Indenture, &c. (as in the common form, page 106.) * * *

2. *By his Guardian.*

This Indenture witnesseth, That A B, of, &c. guardian, legally appointed, of C F, a minor upwards of fourteen years of age, son of E F, late of, &c. deceased, hath put and placed, and by these presents, with the consent of the said minor, which he expresses by his signature hereto, doth put and place him the said C F, as an apprentice, &c. (as in the form aforesaid, page 107.)

3. *By himself with the approbation of the Selectmen.*

This Indenture witnesseth, That C D, a minor upwards of fourteen years of age, now resident in —, a son of, &c. deceased, having no parent or guardian, hath put and placed, and by these presents, with the approbation of E F, G H, and I K, Selectmen, (or a major part of the Selectmen) of the said town of —, doth put himself as an apprentice to, &c. (as in the form aforesaid, page 107.)

At the foot of this indenture the Selectmen should certify as follows :

We the subscribers. Selectmen of the town of —, having examined the terms of the foregoing deed, do hereby express our approbation of the same, and of the said C D's binding himself as therein mentioned.

E F.

G H.

I K.

OF WILL AND TESTAMENTS, &c.

A will is a declaration of the mind, either by word or writing, in disposing of an estate ; and to take place after the death of the testator.

He who makes the testament, is called the testator ; and when a man dies without a will, he is said to die intestate. *Bac. Abr.*

A codicil is a supplement to a will, and to be taken as a part of the will itself, being for its explanation or alteration.

A nuncupative will extends only to the personal property of the testator, and is his intentious declared in his last hours, before a sufficient number of witnesses, and afterwards reduced to writing.

By the laws of this State it is provided, that every person of the age of 21 years, and of sane mind, lawfully seized of any lands, tenements, or hereditaments, within this State, in his or her own right in fee simple, or for the life or lives of any other person or persons, and every person as aforesaid, being the owner of any personal estate, may give, dispose of, and devise said real and personal estate by his or her last will and testament in writing, to and among his or her children or others, as he or she may see fit.

Further, That all wills of lands, &c. shall be in writing, and signed by the party, so devising or bequeathing the same, or by some person in his presence, and by his express direction, and shall be attested and subscribed in the presence of the testator, by three credible witnesses, or the same shall be utterly void.

Further, That notwithstanding this act, any soldier being in actual military service, or any mariner, or seaman being at sea, may dispose of his moveables, wages and other personal estate, as he might have done before the making of this act.

Further, That no nuncupative will shall be good, where the estate thereby bequeathed shall exceed

the value of one hundred dollars, that is not proved by the oath of three witnesses, who were present at the making thereof, nor unless it be proved that the testator, at the time of pronouncing the same, did bid the persons present, or some of them, to bear witness that such was his will, or to that effect, nor unless such nuncupative will were made in the time of the last sickness of the deceased, and in the house of his or her habitation or dwelling, or where he or she had been resident for the space of ten days or more, next before the making of such will ; except where such person was unexpectedly taken sick, being from home, and died before he or she returned to the place of his or her habitation.

Further, That after six months shall have passed, after speaking any pretended testamentary words, no testimony shall be received to prove the same as a nuncupative will, unless the said words or the substance thereof, were reduced to writing within six days after the same testamentary words were spoken.

Further, That whenever any executor or executors of the last will of any person deceased, knowing of their being so named and appointed, shall neglect to cause such will to be filed within thirty days next after the death of the testator in the Probate office, of the county where he last dwelt, and proved and recorded within such time as the judge of Probate shall limit and appoint ; or present the said will, and in writing declare his, her, or their refusal, every executor so neglecting his or her trust and duty in that behalf (*without just excuse made and accepted by the judge of Probate for such delay*) shall forfeit a sum not exceeding sixteen dollars a month, from and after the time limited as aforesaid, until he, she or they shall cause said will to be filed and probate thereof to be made, or present the same as aforesaid.

Further, That the widow in all cases may wave the provision made for her in the will of her deceased husband, and claim her dower and have the same

assigned her in the same manner as though her husband had died intestate.

Further, That when a man and his wife shall be seized of lands, tenements and hereditaments, in her right in fee, and issue shall be born alive of the body of such wife, that may inherit the same, and such wife shall die, the husband shall have and hold such estate during his natural life, as tenant by courtesy.

No. I.

Form of a last Will and Testament.

I, A B, of —, in the county of —, [addition] knowing the uncertainty of life, and being desirous of controlling the distribution of my property, do make, publish and declare the following as my last will and testament.

First. I give and bequeath to my beloved wife, E, [the use, during her life, (*or widowhood*) of all my plate and household goods (*except as is hereafter excepted*)—also one third part of my homestead, or the farm whereon I now live, with (*one half of, or — rooms in*) my dwelling house, standing thereon, with the privileges, &c.]

Secondly. I give to my son A B, the sum of —, (*or as the case may be.*)

Thirdly. I give and bequeath to my daughter C B, my silver tankard, &c.

Fourthly. I give and devise to my son D B, my farm at —, and — acres of land at —: *To have and to hold* the same to him, the said D B, his heirs and assigns forever.

Fifthly. I give and bequeath to my daughter, E B, the sum of —: This and the other legacies abovementioned, to be paid by my executor hereafter named in one year after my decease.

I give to my son, A B aforesaid, all the debts, that may be owing to me at the time of my decease.

I also give and devise to the said A B, the residue, viz. two-thirds of my homestead aforesaid ; and after the death of my said wife, the other third thereof : *To have and to hold* to him, his heirs and assigns forever ; he paying to my children hereafter named, in one year after my decease, the sums following, viz. : To my son, J B, the sum of —, and to my daughter, M B, the sum of — : And after the death of my wife the further sums, as follows, viz. ****

I also give to my said son, A B, all my estate, both real and personal, not herein before disposed of, wherever the same may be found. *To have and to hold* to him, his heirs and assigns forever ; he paying all my debts, funeral charges and expenses of the probate of this my last will and testament.

Lastly. I do constitute and appoint my said son, A B, sole executor of this my last will and testament. In testimony whereof, I have hereunto set my hand and seal, this — day of —, in the year of our Lord one thousand eight hundred and —.

A B. (L.S.)

Signed and sealed by the said A B, and by him declared to be his last will and testament, in our presence ; and we, and each of us, in his presence, and in the presence of each other, at the same time subscribed our names as witnesses.

(Signed.)

Three Witnesses.

NOTE. The forms of wills must ever vary according to circumstances, except in the signing, sealing, publishing, &c. therefore it is not material nor is it indeed possible, that there should be any precise form.

No. II.

A Codicil, or addition to a Will.

I, A B, of &c. do make, publish and declare this codicil to my last will and testament, in manner following, viz. : I give to my niece, M E, one gold watch, one large diamond ring, and one silver coffee

pot. And whereas, in my last will and testament, I gave to my daughter, M B, the sum of —, I do hereby declare, that my will is, that the further sum of — be paid to her, in addition to the said legacy, which I have as aforesaid bequeathed to her; the same to be paid to her by my son, A B, named therein as executor of my last will and testament, in one year after my decease.

Lastly. It is my desire, that this my present codicil be annexed to, and make a part of my last will and testament, to all intents and purposes.

In witness, &c.

A B. (L.S.)

Signed, sealed, published and declared by the above named A B, as a codicil to be annexed to his last will and testament, in presence of

(Signed.)

Three Witnesses.

NOTE. When a will, as aforesaid, is presented for Probate, the same being filed in the Probate Office, the judge issues a citation to the heirs, &c. to be present when the will is to be proved: and also a notice to be printed in a newspaper of the time and place assigned for taking proof of the same. If proved, a certificate thereof is annexed by the judge, and a letter testamentary granted, upon the executor's giving bonds, as required by law.

No. III.

Executor's Bond.

Know all men by these presents, that we —, within the State of Maine, are held and stand firmly bound and obliged unto —, Esquire, Judge of Probate of wills, and for granting administration within the county of —, in the full and just sum of — dollars, to be paid to the said —, and his successors in said office: To the true payment whereof, we do bind ourselves and each of us, our, and each of our heirs, executors and administrators, jointly and severally, by these presents. Sealed with our seals.

Dated the — day of —, in the year of our Lord one thousand eight hundred and —.

The condition of this obligation is such, that if the above bound A B, execut of the last will and

testament of C D, late of —, in said county of —, deceased, do make or cause to be made, a true and perfect inventory of all and singular the real estate, goods and chattles, rights and credits of the said deceased, which have or shall come to the hands, possession or knowledge of the said Execut or into the hands, or possession of any other person or persons for and the same so made, do exhibit or cause to be exhibited into the registry of the Court of Probate, of the said county of —, within three months from the date hereof; and the same goods and chattels, rights and credits, and all other the goods and chattels, rights and credits of the said deceased, at the time of death, or which at any time after shall come to the hands and possession of the said Execut or into the hands and possession of any other person or persons for , do well and truly administer according to said will: And further, do make or cause to be made a just and true account of said administration upon oath, within one year from the date hereof; and all the rests, residue and remainder of said goods and chattels, rights and credits, which shall be found remaining upon said account, the same being first examined and allowed by the Judge of Probate for the time being, shall deliver, or pay unto such person or persons respectively, as may be lawfully entitled thereto, or as the said Judge by his decree or sentence, pursuant to law, shall order and direct: Then the above written obligation to be void and of none effect, or else to remain in full force and virtue.

Signed, sealed, &c.

(SEAL.)
(SEAL.)
(SEAL.)

NOTE. The executor may know his legal duties from the obligation of the bond.

IV.

Condition of an Executor's Bond to pay debts and legacies.

The condition of this obligation is such, that if the above bound —, Execut — of the last will and testament of —, late of —, deceased, his heirs, executors or administrators, do well and truly pay, or cause to be paid, the said deceased's debts and legacies, and faithfully fulfil his said Will, and administer — estate according thereto, and render upon oath a just and true account of — proceedings therein when thereto lawfully required; then the above written obligation to be void, otherwise to remain in full force and virtue.

*Signed, sealed and delivered, }
in presence of us. }*

V.

Application of a widow who waives the provision made for her by will.

To the Hon. Judge of Probate for the County of —.

A B, widow of C B, late of —, in said County, Esquire, deceased, testate, respectfully represents, that the said C B, in and by his last will and testament, made provision for your petitioner, which is not satisfactory to her. She therefore waives the provision made as aforesaid, and claims her dower of said deceased's estate, agreeably to law.

A B.

Dated &c.

VI.

Relinquishment of Executorship.

To the Hon. Judge of Probate for the County of —.

The subscriber respectfully represents, that, in the last will and testament of C D, late of —, de-

ceased, he was named as Executor of the same : That it is inconvenient for him to accept and discharge the duties of said trust, and therefore declines the same.

Dated, &c.

A B.

NOTE. When the person, named as executor, refuses the trust, the Judge of Probate shall commit administration of the estate of the deceased, with the will annexed, unto the widow or next of kin to the deceased, or one or more of the devisees, or in case of their refusal, to one or more of the principal creditors, as he shall think fit.

VII.

Petition for filing and recording copy of a Will proved without the State.

To the Hon. Judge of Probate for the county of —.

A B, of —, executor of the last will and testament of C D, late of —, (*or an heir, or creditor, as the case may be*) respectfully represents, that the said C D has deceased, testate ; that his last will and testament has been duly proved and allowed (*here insert the Court in which said will was proved and allowed,*) and that letters testamentary have been granted to him by said Court ; a copy of which will, and of the Probate thereof, and also of the letter testamentary, under the seal of the said Court, is herewith produced : that said testator died possessed of (*real, or personal estate, as the case may be, with a description of the estate and where situated,*) whereon the said will operates, and administration ought to be had according thereto. Your petitioner therefore requests, that the copy of said will and probate may be filed and recorded in the Probate office of said county of —, and such other proceedings had thereon as the law in such cases provides.

A B.

Dated, &c.

NOTE. Upon petition, as above, (a copy of the will, and of the Probate thereof, duly certified, being produced in the Court of Probate for the county where the estate lies) the Judge will order a notice to be printed in some public newspaper, three weeks successively: after which if proved and allowed to be recorded, the Judge may proceed to take bond of the executor, or grant administration of the said testator's estate, lying in this State with the will annexed, and settle the said estate in the same way and manner, as by law, he may or can, the estates of testators, whose wills have been duly proved before him.

VIII.

Application for Dedimus Potestatem, to take deposition of witnesses to a will, living without the State, or more than thirty miles distant, &c.

To the Hon. Judge of Probate for the County of —.

A B, executor of the last will and testament of C D, late of —, deceased, presents for probate the said will and represents that E F, G H and J K, the subscribing witnesses thereto, live at —, without this State (*or reside at —, more than thirty miles distant from the Probate office in said county, or by reason of age or indisposition of body*) and are unable to appear and give evidence in court.

He therefore requests that your honor would authorize by Dedimus Potestatem some magistrate to take the deposition of the said witnesses in writing, respecting the execution of the said will, and cause the same to be returned to you, as soon as may be.

Dated &c.

A B.

IX.

Petition for Division.

To the Hon. Judge of Probate for the County of —.

A B, of —, in said county of —, respectfully represents that he is seized, as an heir with others —, of the real estate whereof C D, late of —, in said county of —, died seized and possessed; that his portion of the same is — part which he is desirous

of holding and possessing in severalty. He therefore requests that your honor would grant a warrant to suitable persons, authorizing them to make a division of said estate, and set off to each heir his proportion in the same.

Dated, &c.

A B.

X.

Another by Devisee.

To the Hon. Judge of Probate for the County of —.

A B, of —, respectfully represents, that as devisee, and by force of the last will and testament of C D, of &c. he holds — in common with E F, &c. and is desirous that his share thereof may be set off to him to hold in severalty. He therefore requests that your honor would cause a division of the same to be made as the law in such case provides.

Dated, &c.

A B.

NOTE. Application being made as above, the Judge is authorized and bound by law, to issue his warrant to three discreet disinterested freeholders, who shall be under oath, empowering them to make division according to the will, or to the laws regulating the descent and distribution of intestate estates, &c. and to make return of their doings into the probate office as soon as may be, which return being accepted by the judge and recorded, the business is completed. If an heir or devisee, interested in the same, is out of the State, the Judge may appoint a person to attend at the division. The commissioners must also exhibit an account of the charges of division, which, after notification under the hand of the Judge to those interested, if reasonable, is allowed; and if any one interested neglects or refuses to pay his just proportion of such charges, upon complaint to the Judge, an order of notice is passed, and a warrant of distress afterwards issued thereon.

XI.

Commissioners' Return.

Pursuant to the annexed warrant, we, the undersigned commissioners, having notified E F, G R, J K, &c. heirs (and L M, tenant in common, where the estate is in common) who were present (state who were present) have appraised all the real estate of

which the said S H died seized and possessed, as follows, viz. *(including, or excluding the reversion of the widow's dower, according to the tenor of the warrant.)*

One lot of land situated in said —, bounded as follows—*(here give a description as in a deed)* having completed the appraisement and description of the several lots of land—then proceed.

We have also set off to E H, eldest son of said deceased, the following described piece or parcel—*(the description ought to be accurately and definitely made : proceed in the same way with all the heirs, unless it is found necessary to set off to one a piece of land, or other tenement of greater value than his share—in which case say :)*

And whereas the following described piece of land, *(here describe it)* cannot without great inconvenience be subdivided, and is of greater value than the share of an heir : We have set off the same to G H, and do award that he pay the sum of — dollars to M H, one of the heirs of said deceased in such manner and time as the Judge of Probate may direct.

(Or if, after the completion of the appraisement and particular description of the land, they shall be of opinion that division cannot be made, they may add :) and we are of opinion that the said real estate cannot be divided among the heirs *(or devisees)* without great prejudice to, or spoiling of the whole.

Dated, &c.

E F. }
G R. } Commissioners.
J K. }

XII.

Complaint against one who refuses to pay his proportion of the charges of division.

To the Hon. Judge of Probate for the county of —.

A B, of —, complains, that C B, of —, has neglected, and does still neglect to pay his proportion.

being — part of the charge of dividing the real estate of E B, late of —, as settled and allowed by your honor, on the — day of —

He therefore prays of your honor, to grant him a warrant of distress against the said C B, for the said sum of —, together with the costs of this complaint, and of the proceedings that may be had thereon.

Dated, &c.

A B.

XII.

Nuncupative Will.

Bequeathing estate in value exceeding 100 dollars.

A B, C D, and E F, severally make oath, that on the — day of — last, they were at the dwelling-house of G H, late of —, now deceased, (*or in the house of —, where G H, late of —, now deceased, had been resident for the space of ten days or more, or, where G H, late of —, now deceased, was unexpectedly taken sick and died before he returned to the place of his habitation, as the case may be*) and in the presence of said deceased, who was then in his last sickness, but of sane mind, did hear him declare as his last will, That, &c. (*Here insert the substance of the words spoken by the testator,*) and the said G H did then and there, at the time of his pronouncing the same, bid us (*or some of us, or of the persons present*) in our hearing, to bear witness that such was his last will.*

A B.

C D.

E F.

*The will having been sworn to by the several witnesses, in Probate, Court, the Judge then issues notice to all who are interested therein; after which, if no sufficient objections are made to the same, it is approved and recorded. The probate of a nuncupative will, where the estate bequeathed does not exceed 100 dollars, is nearly the same as above, except that slighter testimony than that of three witnesses may be admitted to prove the same.

OF ADMINISTRATIONS, &c.

It is by law provided, That after the decease of any person intestate, administration of such intestate's

goods and estate shall be granted unto his widow or next of kin, upwards of twenty-one years of age, or to both, as the Judge of Probate shall think fit; and an inventory shall be taken of all the real estate, goods and chattels, rights and credits of the deceased, within three months, by three suitable persons, appointed by the Judge of Probate, who shall be sworn to the faithful discharge of their trust, &c.

XIII.

Relinquishment of right to administer, and request that another person may be appointed.

To the Hon. Judge of Probate for the county of —.

The subscriber respectfully represents, that it is inconvenient for him to administer on the estate of A B, late of —, deceased; and therefore requests your honor to appoint some other person (*or C D, naming some one*) to that trust. E B.

XIV.

Administrator's Bond.

(Obligation as in Executor's Bond.)

The condition of this obligation is such, that if the above bounden Administrat of all and singular the goods and estate of —, late of —, in said county of —, deceased, do make, or cause to be made, a true and perfect Inventory of all and singular the real estate, goods and chattels, rights and credits of the said deceased, which have or shall come to the hands, possession or knowledge, of the said Administrat or into the hands or possession of any other person or persons for — and the same so made do exhibit, or cause to be exhibited upon oath into the Registry of the Court of Probate of the said county of —, at or before the — day of — next ensuing; and the same goods and chattels, rights

and credits, and all other the goods and chattels, rights and credits of the said deceased, at the time of — death, which at any time after shall come into the hands and possession of the said administrat or into the hands and possession of any other person or persons for the said administrat do well and truly administer according to law: And further, do make or cause to be made, a just and true account of — said administration upon oath on or before the — day of —, which will be in the year of our Lord, one thousand eight hundred and —: And all the rest, residue and remainder of the said goods and chattels, rights and credits, which shall be found remaining upon the said Administration account (the same being first examined and allowed by the Judge, for the time being of Probate of Wills and for granting Administrations within the county of — aforesaid) shall deliver and pay unto such person or persons respectively, as the said Judge, by his decree or sentence pursuant to law shall limit and appoint: And if it shall hereafter appear that any last will and testament was made by the said deceased, and the executor or executors therein named do exhibit the same in the Court of Probate of the said county of —, making request to have it allowed and approved accordingly; if the said administrat above bounden, being thereunto required, do render and deliver the said letter of Administration (approbation of such testament being first had and made) into the said Court: then the before written obligation shall be void and of none effect, or else shall abide and remain in full force and virtue.

Sealed and delivered } (L. s.)
in presence of us, } (L. s.)

NOTE. A letter of administration somewhat resembles a general power of Attorney, in matters relating to the premises, and contains a recital of the duties devolving upon the person appointed to that trust. Administration *de bonis non*, is where the administrator before appointed, neglects, refuses, or is unable, to complete the administration; for which reason it is committed to another: As, in case of *living out of the Government, and neglecting to render account*, becoming insane, *want of ability, or Death*. *De bonis non* is the contraction of a Latin sen-

tence signifying, of the goods and estate not yet administered. When an Executor dies, or neglects, &c. the will is annexed to the letter of administration, and it is then called administration *de bonis non* with the will annexed.

XV.

Inventory.

An Inventory of the estate of C D, late of —, in the county of —, deceased, taken pursuant to (*the annexed*) warrant [of the Judge.]

REAL ESTATE.

Two hundred acres of land, situated in said —, and bounded as follows: (*here describe the boundaries,*) being the homestead of said deceased, together with a two story dwelling house, &c. thereon,

\$2500 00

One third part of a lot of land in common and undivided with R I, containing 100 acres in the whole,

100 00

One Pew in the — meeting house of the — parish, being No. —,

40 00

\$2640 00

PERSONAL ESTATE.

(*Under this denomination are to be included all kinds of merchandize, household furniture, produce, tools, books, clothing, stocks, notes, accounts, money, arranged separately.*)

Dated, &c.

} *Appraisers.*

XVI.

Return of a Committee appointed to set off the Widow's Dower.

Pursuant to the annexed warrant the undersigned Committee have appraised all the real estate, of which C D, late of —, deceased, died seized and possessed, as follows, viz.

Two hundred acres of land, situated in said —, and bounded as follows, (*here describe the boundaries,*) being the homestead of said deceased, together with a two story dwelling house, &c. thereon.

	Value.	Income.
Appraised at	\$ 2500 00	\$ 69 00
One third part, &c.	100 00	00 00
Pew	40 00	6 00
	\$2640 00	\$75 00

One third part of the Income is \$25 00

We do set out to the said G H for her Dower, the following described parcels of the real estate aforesaid, (*here give the description.*)

Dated, &c.

NOTE. Every administrator is held by law to account with the Judge of Probate, for the personal estate of the deceased, according to appraisement, unless the Judge shall think it more for the benefit of the parties interested, otherwise to dispose of the same at public auction, or private sale : *Provided always,* That such sale be ordered within the term of three months from the return of the Inventory, and not afterwards, unless the Judge of Probate shall, for special reasons, think proper to allow a further term, not exceeding six months.

XVII.

Account of sales of personal estate, by order of the Judge.

The following is a true account of the sales of sundry articles of —, (*particularize the same*) the personal estate of E B, late of —, in the county of —, deceased, as the same were (*or was*) struck off at a public vendue, held at said —, on —, by order of the Hon. —, Esq. Judge of the Court of Probate, within and for the county aforesaid. Dated the — day of — : viz.

1 yoke of working oxen, sold to —, for	\$80 00
1 saddle horse, to —, for	75 00

Amounting in the whole to the sum of

\$155 00

XVIII.

Complaint to the Judge against one who has been entrusted with part of the deceased's estate, and refuses to render account.

To the Hon. —, Esq. Judge of Probate for the county of —

Complains upon oath, C D, executor of the last will and testament (or administrator upon the estate) of A B, late of —, &c deceased, that he some time since, entrusted E F, of —, &c with — part of the estate of the said A B, deceased, and that the said E F has refused to render account thereof to your complainant, although he has been requested so to do.

Wherefore he requests that the said E F may be convened before your honor, to render such account as by law he ought.

C D.

Dated, &c.

XIX.

Complaint against one who is suspected of concealing the goods of a person deceased, or of any lumatic, &c.

To the Hon. —, Judge of Probate for the County of —.

Complains upon oath, C D, executor of the last will and testament (or administrator upon the estate, or guardian of —, or heir, creditor, or — as the case may be) of A B, late of —, &c. that he has good cause to suspect and does suspect that E F, of —, has concealed, embezzled or conveyed away — part of the estate of the said deceased (or estate of — as the case may be.) Wherefore he requests that the said E F may be cited before your honor, to be examined concerning the premises, or otherwise dealt with as the law in such case directs.

C D.

Dated &c.

XX.

ACCOUNTS.

1. *The first Account of A B, administrator on the estate of C D, late of —, &c. deceased.*

The said Accountant charges himself with the personal estate of the said deceased, amounting, as per Inventory, to the sum of

812 00

The rent of —, leased to G H,

30 50

\$842 50

And prays allowance of the following charges and payments, viz. (here specify Funeral expenses, doctor's bill, expenses of administration, attendance, debts paid, and to whom, &c.)

416 25

Balance to be paid to the widow and heirs,

\$426 25

A B

Dated &c.

-
2. *When the personal estate is not sufficient to pay the debts, and real estate has been sold for that purpose.*

The second account of A B, administrator on the estate of C D, late of —, &c. deceased.

The said Accountant charges himself with the balance of his first account, being

426 25

The amount of real estate, sold pursuant to order of the Judge of Probate,

504 13

\$930 38

And prays allowance of the following payments and charges, viz. (*Here specify the amount of debts and to whom paid, expenses of sale, &c.*)

\$930 38

A B.

Dated &c.

3. *When the estate is insolvent.*

The third account of A B, administrator &c.

The said accountant charges himself with the balance of his first account, being 426 25

Amount of what the real estate sold for, viz. the homestead, sold to —, for 1075 10

Amount, 1501 35

And prays allowance as follows, viz :

Allowance to widow of said deceased, by order of the Judge, 200 00

Paid for advertising sale of real estate, 75

Sundry probate fees, 2 00

His own services, &c. 5 00

207 75

Balance to be distributed among creditors, 1293 60

A B.

Dated &c.

XXI.

Representing an estate insolvent.

To the Hon. Judge of Probate for the County of —.

Humbly shews A B, of —, in said County, executor of the last will and testament (*or adminis-*

trator on the estate) of C D, late of —, in said County, deceased, that such are the condition and circumstances of the said deceased's estate, (the particulars of which he is ready to shew) he is apprehensive that it will be insufficient to pay all the just debts which the said deceased owed; he therefore represents the said estate as insolvent, and requests that your honor would appoint commissioners to receive and examine the claims of the several creditors thereof.

A B.

Dated, &c.

NOTE. Upon application, as above, the Judge appoints two or more commissioners, who being sworn faithfully to discharge the trust reposed in them, may proceed, after due notice, to receive and examine the claims of creditors, and the creditors themselves, under oath, as to the justness of their claims there exhibited.

XXII.

Oath required of a creditor.

You do swear (or affirm, as the case may be) that you will make true answers to the questions, which shall be asked you by the commissioners relative to your claim against the estate of — (naming the deceased insolvent debtor) now under consideration. So help you God, (or this you do under the pains and penalties of perjury.)

XXIII.

Advertisement of Commissioners.

We, the subscribers, having been appointed by the Hon. — Esq. Judge of Probate for the county of —, to receive and examine the claims of the several creditors to the estate of C D, late of —, deceased, represented insolvent, hereby give notice that — months are allowed to said creditors to bring in and prove their claims; and that we shall attend that service at — on the —, &c.

Dated, &c.

NOTE. Six months, and such further time, as may be deemed necessary, not exceeding eighteen months in the whole, shall be allowed by the judge to the creditors to bring in and prove their claims.

XXIV.

Commissioners' Return.

To the Hon. Judge of Probate for the County of —.

We the subscribers, having been appointed by you to receive and examine the claims of the several creditors to the estate of C D, late of —, deceased, and having given due notice of the same to the said creditors, have attended to the service assigned us, and now present a list of the claims which have been laid before us, with the sums we have allowed on each claim, as follows, viz.

A B's allowed	-	-	-	-	\$
C D's allowed	-	-	-	-	
E F's allowed	-	-	-	-	

Amounting in the whole to the sum of \$285 78
Dated, &c.

NOTE. All charges incurred in settling the estate are to be settled by the Judge ; and no claim can properly come before the commissioners, except such as existed before the decease of the person, whose estate is represented insolvent. Claims for debts due to the State, arrears of taxes, doctors' bills and other charges for attending the last sickness of the deceased, and funeral charges belong to the account of administration.

XXV.

Notice of a creditor whose claim is rejected.

To the Hon. Judge of Probate for &c.

I, A B, of —, hereby give notice that the commissioners appointed to receive and examine the claims on the estate of C D, late of —, have rejected the whole (*or part, viz. — dollars*) of my claim against said estate. I therefore hereby signify my intention to bring and prosecute an action for said claim, that the same may be determined according to law.

A B.

Dated, &c.

XXVI.

Notice of dissatisfaction with a claim, by an executor or administrator.

To the Hon. Judge of Probate for &c.

I hereby give notice that I am dissatisfied with the claim of E F, one of the creditors of the estate of C D, late of —, deceased, as allowed by the commissioners appointed to receive and examine the claims of creditors to said estate. I therefore request that the same may be struck from the report of said commissioners, unless the said E F shall prosecute the same according to law.

Dated, &c.

A B.

XXVII.

The same notice to a Creditor.

To E F, one of the creditors to the estate of C D, late of —, deceased.

I hereby notify you that I am dissatisfied with your claim against said estate, as allowed by the commissioners appointed to receive and examine the claims of creditors to said estate, and have requested the Judge of Probate to strike from the report of said commissioners, unless you prosecute the same according to law.

Dated, &c.

A B.

NOTE. Each of the foregoing notices must be given within twenty days after the commissioners report.

XXVIII.

NOTE. A creditor and executor or administrator may agree before the Judge to submit a disputed claim to referees, and the Judge may grant a rule accordingly.

Report of Referees.

C—, ss. A. D. 18 . Pursuant to the within (*annexed or foregoing*) rule :

We the referees therein named, having notified, met and fully heard the parties, respecting the claim

thereby submitted to us, and duly considered the same, are of opinion, and do accordingly report, that there is due to the said A B, from the estate of the said C D, deceased, the sum of — dollars (*or as the case may be.*)

E F, G H, J K.

XXIX.

Administrator's or Executor's petition for license to sell Personal Estate.

To the Hon. Judge of Probate for &c.

A B, administrator (*or executor, &c.*) of the estate of C D, late of —, in said county —, deceased, respectfully represents, that the inventory of said estate was duly returned into the probate office for said county, within three months last past (*or for reasons assigned within six months last past*): that the personal estate returned in said inventory was appraised for more than its true value, (*or, that certain articles of the personal estate, are perishable and are losing in value*): He therefore requests your honor to grant him license to sell the same, pursuant to law in such case made and provided.

A B.

XXX.

Widow's petition for allowance of personal estate.

To the Hon. Judge of Probate for &c.

A B, widow of C D, late of —, in said county —, deceased, prays your honor to allow her, out of the personal estate, of which the said C D died possessed, her wearing apparel, and such further necessities, as in your discretion, you may judge proper. (*Here insert any particular circumstances, such as the number of infant children under her care, &c.*)

Dated, &c.

A B.

XXXI.

Petition for license to sell Lands.

To the Hon. Judge of Probate for the county of —, (or, To the Hon. Justices of the Supreme Judicial Court, or, Court of Common Pleas.)

A B, administrator of the estate of C D, late of —, in said county, deceased, respectfully represents : That the personal estate of said deceased is insufficient to pay the just debts, which he owed at the time of his death, by the sum of —, as by a certificate from the Register of Probate, herewith produced, will appear.

Your petitioner therefore prays that your Honor would grant (him) license to sell and convey so much of the real estate of said deceased, as may be necessary for the payment of said debts, with incidental charges.

A B.

XXXII.

Petition for license to sell the whole of the real estate, when by a partial sale the remainder would be injured.

To the Hon. Judge of Probate for the county of —, (or Justices of the S. J. Court, or C. of C. Pleas.)

A B, executor of the last will and testament (or administrator on the estate) of C D, late of —, deceased, respectfully represents, that the personal property belonging to the estate of said deceased, is insufficient to pay the just debts which said deceased owed at the time of his decease, by the sum of — dols. : that the whole of the real estate of said deceased consists of —, and that by a partial sale the residue thereof would be greatly injured. He therefore requests your honor to grant him license to sell the whole of the said —, agreeably to a law in such cases made and provided.

A B.

Dated, &c.

XXXIII.

Application for license to sell the reversion of the widow's dower.

To the Hon. Judge of Probate for the county of —.

A B, executor of the last will and testament (or administrator on the estate) of C D, late of —, deceased, respectfully represents that the claims of creditors on said estate, (which has been represented insolvent) as allowed and exhibited by the Commissioners who were appointed to receive and examine the same, amount to more than the personal estate was sufficient to pay; that he has petitioned the — Court, and obtained license to sell the real estate of said deceased, consisting of —, except the widow's dower thereof; but as it is probable that the same will not sell for a sum sufficient to pay the whole of said claims, and that it would in his opinion sell for a higher price, (or be more for the interest of the creditors, &c.) if the reversion of the said dower were sold at the same time. He therefore requests your honor to order him to sell the same, according to law.

A B.

Dated, &c.

 XXXIV.

Another, after sale of the real estate.

To the Hon. Judge of Probate, &c.

A B, executor of the last will and testament (or administrator on the estate) of C D, late of —, deceased, respectfully represents that the real estate of said deceased, except the widow's dower thereof, has been sold, for payment of the claims on said estate, as they have been allowed and exhibited by commissioners, duly appointed to receive and examine the same; but that it did not sell for sufficient to pay said claims by the sum of —. He therefore requests your honor to order him to sell the reversion of the said dower for that purpose, agreeably to law.

A B.

Dated, &c.

XXXV.

*Petition for license to sell the real estate of a minor,
(or non compos.)*

To the Hon. Justices of the S. J. Court, next to be holden at —, in and for the county of —, on — day of —, 18—.

A B, guardian of C D, a minor, and son of E F, late of —, deceased, respectfully represents, that the said C D is interested in the real estate of said E F, *(here describe how he is interested, what the estate is, and the circumstances attending it, &c.)* and that therefore it would be for the benefit of said minor *(or non compos)* that his said interest in said estate should be sold and the proceeds thereof secured to him on interest.

Your petitioner therefore requests your honors to grant him license to make sale of the same, agreeably to the provisions of law.

Dated, &c.

A B.

XXXVI.

Advertisement for the sale of real estate.

To be sold by order of Court, at the house of —, on — the — day of — next, at — o'clock in the — noon, — being *(part of, or)* the real estate of C D, late of —, deceased, *(or, of E F, a minor)* or so much thereof as will be necessary to pay the just debts of said —, *(or to pay for the support and legal expenses of said minor, as the case may be)* with incidental charges.

Dated, &c.

} guardian, executor
} or administrator, as
} the case may be.

XXXVII.

Condition of Bond by an administrator, when he sells more than sufficient to pay debts.

(Obligation as in Executor's Bond.)

The condition of the above written obligation is such, that whereas the above bounden —, as admin-

istral of the estate of —, late of —, in said county of —, at the (Court) holden at —, on the —, in — last, obtained license to make sale of — [*here describe the land according to the license—and afterwards add*, “because a partial sale thereof would greatly injure the remainder.”]

Now, therefore, if the said — shall, in all things relating to such sale, govern — by the laws of said State; and shall observe the rules and directions of the law for the sale of real estates by executors or administrators; and, moreover, shall well and truly apply the proceeds of such sale (or so much thereof as shall be necessary) for the payment of the debts of said deceased, and after paying legal expenses and incidental charges, shall pay the balance to such person or persons, as may be entitled to receive the same; and thereof, and of — whole proceedings in the premises, shall render (upon oath) a just and true account to the Judge of Probate, for the time being, of the same county; then the above obligation to be void, otherwise to remain in full force and virtue.

*Signed, sealed and delivered, }
in presence of us. }*

XXXVIII.

Claim of an Appeal.

STATE OF MAINE.

C— ss. To the Hon. Judge of Probate for the county of —. Whereas your honor did on the — day of —, at a Probate Court held at —, order and decree that * * * * &c. And I, A B, considering myself aggrieved at the said order and decree, do hereby claim an appeal from the same to the Supreme Judicial Court, the Supreme Court of Probate for the State aforesaid, which is next to be holden at —, within and for the County aforesaid, on the — Tuesday of — next.

Dated, &c.

A B.

XXXIX.

Reasons of Appeal.

A B, being interested in the estate of C D, late of —, deceased, and having considered himself aggrieved at the order, sentence and decree of the Hon. Judge of Probate for the said county of —, made the — day of —, at a Probate Court held at —, upon, viz. * * * * * and having claimed an appeal from the said order, sentence and decree, and given bond to prosecute the same as the law directs, now files in the Probate office for said county his reasons of appeal, as follows, viz.

1. Because * * * * *
2. Because * * * * *

Dated, &c.

A B.

XL.

BONDS.

Bond on Appeal.

(Obligation the same as in Executor's bond.)

The condition of the above written obligation is such, That whereas the said A B, being interested in the estate of C D, late of —, did on the — day of —, from the order and decree of the Judge of Probate aforesaid, made and passed at a Probate Court, held &c. claims an appeal to the next Supreme Judicial Court, the Supreme Court of Probate which is to be holden at —, within and for the county of —, on the — day of — next.

If therefore the above bounden A B, shall at the said Supreme Court of Probate, prosecute said appeal with effect, and pay all intervening costs and damages, and such costs as the said Court shall tax against him; then the said obligation to be void and of no effect, otherwise to remain in full force.

Signed, sealed and delivered }
in presence of us. }

XLI.

OF GUARDIANS, ESTATES OF MINORS,
NON COMPOS PERSONS, &c.

The Judge of Probate in each county (in this State) is empowered to allow of guardians, chosen by minors of fourteen years of age, and to appoint guardians for minors under that age, who are to give bond with sufficient sureties, resident in this State, for the faithful discharge of their trust, to return a true and perfect inventory of the estate of such minor upon oath within three months, and to account either with the Judge or minor when of age, or at such other time as the Judge shall direct. If a minor above the age of fourteen, neglects or refuses to choose a guardian, or chooses one unable to give bond as by law required, or is without the State; in every such case the Judge shall appoint a guardian as though such minor were under the age of fourteen. If minors, living more than ten miles distant from the Probate office, choose a guardian, they may have that choice certified to the Judge by a Justice of the Peace.

 XLII.

Choice of guardian by a minor above 14 years, before Judge.

To the Hon. Judge of Probate for &c.

I, A B, of —, in said county, a minor above the age of fourteen years, and child and heir of D E, late of —, in said county of —, deceased, make known to your honor, that I have, and do hereby make choice of G H, of —, in the county of —, to be my guardian.

Dated, &c.

A B.

XLIII.

Choice by same before Justice of the Peace.

To the Hon. Judge of Probate for &c.

I, A B, of —, in said county, a minor above the age of fourteen years, and child and heir of D E, late of —, in said county, deceased, make known to your honor, that I have, and do hereby make choice of G H, of —, in the county of, to be my guardian.

Dated, &c.

A B.

C—, ss. On this — day of —, in the year &c. the above named minor, who lives more than ten miles distant from the Probate office in said county, personally appeared before me and made choice of the said G H, for his guardian.

Justice of the Peace.

XLIV.

Representation respecting a non compos.

To the Hon. — Esq. Judge of Probate for the county of —.

A B, of —, would represent that C D, of —, is — and incapable to take care of self; he therefore requests that inquisition thereof be made, and a guardian appointed for the said C D, as the law in such case directs.

Dated, &c.

A B.

XLV.

Selectmen's return to the order of the Judge on the foregoing application.

Pursuant to the foregoing order, we have notified the said C D to be present before us, who has accordingly attended; and after due examination and inquiry, we do adjudge the said C D to be *non compos mentis*, and incapable to take care of self.

Dated, &c.

} Selectmen
} of —.

XLVI.

Complaint of the Selectmen against an intemperate person.

To the Honorable Judge of Probate for the County of —.

Complain — Selectmen of the town of —, that in their opinion, C D of said town does by (*here recite the species of intemperance or dissipation*) so spend, waste and lessen — estate, as thereby to expose —self to want, and the said town of — to a charge or expense, for — maintenance and support. They therefore request that your honor would appoint some person or persons as guardian or guardians of the said C D.

Dated at, &c.

} *Selectmen*
} *of —.*

XLVII.

Condition of a guardian's Bond.

(Obligation as in Executor's Bond.)

The condition of this obligation is such, that if the above bound—, nominated and allowed to be guardian unto —, a minor, child of —, late of —, in the county of —, deceased, shall make a true and perfect inventory of all the real estate, goods and chattles, rights and credits of the said minor, if any he have, and the same do return into the probate office for said county within three months from the date hereof; and shall faithfully manage, employ and improve the same for said minor's best profit and advantage; shall well and truly perform and discharge the trust and office of guardian unto the said minor, and that in and by all things according to law; and shall render a plain and true account of (his) said guardianship upon oath, and all and singular such estate as shall come to (his) hand and possession by virtue hereof, and of the profits and improvements of the same, (when he shall be

thereunto lawfully required) and shall pay and deliver over all balances and sums of money, that shall be found remaining upon his account, (the same being first examined and allowed by the Judge of Probate, for the time being) to the said minor; and shall give possession of all other estate, that may belong to said minor, when he shall arrive at full age, or as said Judge, by his decree or sentence, pursuant to law, shall order and direct : then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and delivered }
in presence of us, }

XLVIII.

Condition of a guardian's Bond on sale of a minor's land.

The condition of the above written obligation is such, that whereas the above bounden —, in — capacity of guardian of —, in said county of —, minor, at the —, holden at —, on — in — last, obtained license to make sale of — the real estate of said minor.

Now, therefore, if the said — shall, in all things relating to such sale, govern — by the laws of said state, so that the interest of said minor shall be secured ; and shall observe the rules and directions of the law for the sale of real estates by executors or administrators ; and, moreover, shall, after paying legal expenses, well and truly apply, put out on interest, on good security, and dispose of the proceeds of such sale agreeably to the rules of the law ; and thereof, and of — whole proceedings in the premises, shall render upon oath, a just and true account to the Judge of Probate, for the time being, of said county, when, and so often as — shall be thereto lawfully required, then the above obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and delivered }
in presence of us, }

XLIX.

Condition of a Bond of guardianship for a non compos, or intemperate person.

The condition of the above obligation is such, that whereas the above bound — having been on this day assigned and appointed by the said Judge, as guardian of —, who is adjudged, by the inquisition of the Selectmen of the town of —, to be non compos, (or who by excessive drinking, &c. *as the case may be.*)

Now, therefore, if the said — shall, and do well and faithfully take care, as well of the person as of the estate, both real and personal, of the said —, and make, or cause to be made, a true and perfect inventory of the said estate, and the same do return into the Probate Office for the said county, within three months from the date hereof; and shall improve frugally, and without waste and destruction, the said estate, and apply the annual income and profits thereof, for the comfortable maintenance and support of the said —, and also of (his) household or family, if any such there be: and shall settle accounts, receive, and if need be, sue for and recover all such debts as are due to the said —, from any person or persons whomsoever: and shall also pay all such debts, as are owing by the said —, out of his personal estate, or in case that be not sufficient, then out of his real estate, having first obtained license pursuant to law to make sale thereof, or of such part thereof as may be sufficient for that purpose; and shall render a plain and true account of his guardianship, when, and so often as he shall be required by the Judge of Probate for the time being: and whenever the said — shall cease to be guardian as aforesaid, if he or his heirs, executors, or administrators, shall return and deliver possession of the real and personal estate aforesaid, or the residue and remainder thereof, and shall pay over any sum of money, or balance of account, which

may be in his or their hands, to him the said —, or to his heirs, executors, or administrators, or otherwise as the Judge of Probate for the time being, may by his decree order and direct ; and shall well and truly perform and discharge the trust and office of guardian aforesaid, in all things according to law ; then the above obligation to be void, otherwise shall abide and remain in full force and virtue. Signed, sealed and delivered, }

in presence of us, }

NOTE. The obligation to each of the three preceding forms, may be the same as in Executor's bond, page 118.

L.

A SUMMARY OF THE DUTIES OF EXECUTORS,
ADMINISTRATORS AND GUARDIANS.

Executors.

Executors are to see that the deceased be decently buried, as their own judgment, or the will of the testator, may direct.

They are to prove the will, or cause the same to be done, within thirty days after the testator's death ; or to present it for probate, and at the same time to signify in writing their refusal to accept the trust : and, to prevent delay, it would be well to notify the heirs, and all who are interested therein, of the day fixed on for presenting it :

To advertise their acceptance of the trust committed to them, demand payment of debts due to the deceased, and request persons having demands against the estate to present them for settlement, observing all due diligence in collecting and discharging the same :

Within three months to return into the Probate Office a true inventory of all the estate of the deceased, which may come into their hands, or into the hands of others for them ; except they are residuary legatees, when they are to give bond for the payment of debts and legacies.

If the estate be not sufficient to pay the just debts of the deceased, they are to represent the same to the Judge of Probate, that commissioners may be appointed, &c :

To keep a true account of all the charges incurred in settling the estate, and of all debts and other personal estate, that may come into their hands, and to render the same to the Judge of Probate, as their letters testamentary shall direct :

If the personal estate be insufficient to pay all the just debts and legacies of the deceased, to petition the Judge of the Court of Probate for license to sell as much of the real estate as may be necessary for that purpose :

After license obtained, to give public notice of the sale as the law directs, (first taking the oath prescribed by law) and to sell the estate to the best advantage :

When debts are paid in, to pay the legatees, and to see that the will of the testator in all respects be faithfully executed.

If however, the estate be insolvent, after payment of taxes, debts due to the State, debts incurred for the last sickness of the deceased, and necessary funeral expenses, the residue is, (by order of the Judge) to be paid to the remaining creditors in due proportion, as the law directs.

NOTE. If there be any estate not disposed of by will, it is to be administered on, as of the estate of a person intestate.

Administrators.

Administration of the estate of any person deceased, is (by law) to be granted to the widow or next of kin, or both, if the Judge think fit, within thirty days ; if they refuse or neglect to take upon themselves that trust, being cited before the Judge for that purpose, he may commit administration to one or more of the principal creditors or others, as he may think fit.

After giving bond for the faithful discharge of their trust, they are to give public notice of their acceptance of the same, &c. return a true inventory, collect and pay debts, &c. as before pointed out in the duties of Executors; or, if the personal estate be insufficient to pay all the just debts, to petition the Judge for license to sell as much of the real estate as may be necessary to pay the same, and incidental charges.

If the real estate be such that a partial sale would injure the remainder, or could not be made to advantage, a sale of the whole may be made, by order of the S. J. Court, or Court of C. P. on petition made to them for that purpose.

They are also to render an account of charges, personal estate, &c. within one year from the time of their administering.

If the estate be insolvent, the residue, after payment of taxes, debts due to the State, debts incurred for the last sickness of the deceased, and necessary funeral expenses, is to be paid to the creditors, in due proportion, as the law directs.

Executors and administrators, when prepared to exhibit their accounts of administration, should always notify the persons interested therein to be present, in Court, at the examination thereof; or, that they may previously examine the account to be exhibited, and certify thereon their approbation of it. The same should be done in regard to creditors, when the estate is insolvent.

Administrators, who wish not to account with the Judge for the personal estate of the deceased, according to appraisement, should give notice thereof when they return the inventory, and proceed to obtain an order for the sale of the whole, or a part thereof, as the Judge shall direct. The heirs, if they think the personal estate appraised too low, should represent the same to the Judge, and request to have it sold at auction, or otherwise, as will best suit the interest of all concerned.

Guardians of Minors,

Are to give bond for the faithful discharge of their trust, and to take care of, and protect the estate and person of their ward.

They are to render an account of their guardianship, and of their ward's estate, with the income thereof, which may come to their hands, either to the Judge of Probate, or to their wards, when arrived at full age ; or at such other time as the Judge shall direct.

Guardians of Idiots, Lunatics, non compos and distracted persons,

Are to give bond (*as above,*) improve frugally their estate, and apply the annual income and profits thereof to the support of them and their families :

To settle accounts, receive, sue for and recover all just debts due to them, and to pay all just debts contracted by them before their distraction.

They are to manage, improve or divide the real estate, in as full and ample a manner as they might do, were they restored to the use of their reason.

If the personal estate be insufficient to pay the debts, or if the income or improvement of the personal and real estate of such persons be insufficient to support them, to obtain license from the S. J. Court, or Court of C. P. to sell real estate for that purpose : And in case any such idiot, &c. be restored to the use of his reason, the residue and remainder of the estate, real and personal, shall be returned to him, or in case of his death to his heirs, executors or administrators.

NOTE. No important alterations have been made in the Probate laws of Maine, from those of long standing in Massachusetts : it is therefore believed, that the foregoing forms and directions, will generally apply to the proceedings in Probate in that Commonwealth, as well as in our own State.

MERCANTILE PRECEDENTS.

POWERS OF ATTORNEY.*To receive Interest.*

Know all men by these presents, that I, A B, of —, do make, constitute and appoint C D, of —, my true and lawful attorney, for me and in my name, to receive the interest* — the stock standing in my name, in the Books of the Commissioner of Loans for the State of —; with power also an attorney or attorneys under him for that purpose to make and substitute, and to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that my said attorney, or his substitute, shall do therein by virtue hereof. In witness &c.

*NOTE. If the power is to be general, the words "now due, or which may hereafter grow due upon," are to be inserted after the word "interest"; if not general, the time for, or to which the interest is to be received, to be specially expressed after the word "interest."

To sell and transfer Stock.

Know, &c. that I, A B, of —, in the State of ---, do make, constitute and appoint C D, of —, in the State of —, my true and lawful attorney, for me and in my name, to sell, assign and transfer (*here name the sum*) Stock standing in my name, in the Books of the Commissioner of Loans for the State of —, being — part (*or the whole, as the case may be*) of stock named in the Certificate No. —, issued (*here insert the date*) by said Commissioner, with power also an attorney or attorneys under him, for that purpose, to make and substitute; and to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do by virtue hereof. In witness &c.

NOTE. The Certificate of the Stock must always accompany the Power to sell and transfer, whether that power be for the transfer of the whole or a part; because in case of the transfer of the whole, a new Certificate must issue to the purchaser, and in the transfer of a part, two Certificates must issue—one to the purchaser for the amount of his purchase, the other to the original holder for the balance remaining in his name.

To transfer Stock and to receive dividends.

Know &c. that I, A B, of &c. have constituted, made and appointed, and by these presents do constitute, make and appoint C D, of &c. my true and lawful attorney, for me and in my name, to sell, assign and in due form of law transfer to any person, or persons, all such Funded Debt of the United States, as now is, or hereafter may be, in my name on the books of the Loan Offices, or of the Treasury of the United States, or any part or parts of such Funded Debt; and until such sale and transfer for me, and in my name, and to my use, to recover and receive all dividends or interest, that shall accrue thereon, and give receipts therefor; and generally to act and do therein as fully and effectually as I myself might or could do, if present.

In witness &c.

NOTE. A Notarial Certificate to each of the foregoing powers is required.

Form of Proxy to vote for Directors of the Bank of the United States, as required by act of Congress.

Know all men by these presents, that I, A B, of —, in the State of —, a citizen of the United States, actually resident therein, the owner of (*here insert the number*) shares in the capital stock of the Bank of the United States, and the owner of no other shares in the capital stock of said bank, do hereby constitute and appoint C D, of —, in the State of —, my attorney and agent for me and in my name, as the owner of said specified shares in the capital stock of said bank, to vote as my proxy, at any election of directors of said bank of the United States, and on any question that may be put at a stated or special meeting of the Stockholders of said bank, according to the number of votes I should be entitled to vote, if then personally present.

In witness whereof, I have hereunto set my hand and seal this — day of —, in the year of our Lord &c.

Sealed and delivered }
in presence of us. }

I, A B, of —, in the State of —, a citizen of the United States, actually resident therein, do solemnly (*swear or affirm*) that I am truly and in good faith, the owner of the shares in the capital stock of the Bank of the United States, specified in the within power of attorney, and of no other shares; that no other person has any interest in the said shares, directly or indirectly, except as stated in the said power; and that no other power has been given to any person, which is now in force, to vote for me at any election of Directors of the said Bank.

Be it known that on this — day of —, in the year of our Lord, &c. before me the subscriber, a Notary Public for the State of —, residing in —, personally appeared the aforesaid (*deponent or affirmant,*) and in due form of law made (*oath or affirmation*) that the foregoing affidavit by him subscribed is true.

In testimony whereof, I have hereunto set my hand and seal the day and year last above written.

To receive and enter goods at the Custom House.

Know all men by these presents, that I, A B, of —, in the State of —, have made, constituted and appointed, and by these presents do make, constitute and appoint C D, of —, in the State of —, my true and lawful attorney, to receive and enter at the custom-house of the district of —, any goods, wares, and merchandize, imported by me, or which may arrive consigned to me; to sign my name to, seal and deliver for me and as my act and deed, any bond or bonds which may be required by the collector of the said district, for securing the duties on any such goods, wares and merchandize; also to sign my name to, seal and deliver, for me as my act and deed, any bond or bonds requisite for obtaining the debenture on any goods, wares and merchandize, to be exported by me. And generally, to transact all business at the custom-house, in which I am or may be interested or concerned, as

fully as I could if personally present. And I hereby declare all bonds signed and executed by my said attorney, shall be as obligatory on me as though signed by myself. And this my power shall remain in full force until revoked by written notice given to the said collector.

In witness, &c.

To enter goods at the custom-house, by a particular vessel.

Know all men by these presents, that I, A B, of —, have made, constituted, and appointed, and by these presents do make, constitute and appoint C D, of —, in the State of —, my true and lawful attorney, to receive and enter at the custom-house of the district of —, any goods, wares and merchandize imported by me, or which may arrive consigned to me, in the (*here name the vessel or vessels, and captain or captains,*) to sign my name to, seal and deliver for me, and as my act and deed, any bond or bonds, which may be required by the collector of said district, for securing the duties on any such goods, wares or merchandize: Also, to sign my name to, seal and deliver for me, as my act and deed, any bond or bonds requisite for obtaining the debenture on any such goods, wares or merchandize, when exported for me, or in my name. And generally, to transact all business at the custom-house in reference to this importation or importations, as fully as I could, if personally present. And I hereby declare that all bonds signed and executed by my said attorney, shall be as obligatory on me as though signed by myself, with power also an attorney or attorneys under him for that purpose to make and substitute; and to do all lawful acts requisite for effecting the premises, hereby ratifying and confirming all that he the said attorney, or substitute or substitutes, shall do therein by virtue hereof.

In witness, &c.

To sell the materials and cargo of a ship that was stranded.

Know all men, &c. That I, A B, of, &c. sole owner of the ship called the —, of the burthen of — tons, or thereabouts, whereof C D was late master, which was stranded near —, on the coast of —, in her late voyage from —, have made, constituted and appointed, and do by these presents make, constitute and appoint E F of &c. my true and lawful attorney, for me and in my name, and on my behalf, and to and for my benefit, to sell and dispose as well of the tackle and other materials belonging to the said ship, as of such part of the cargo on board her which was saved upon her being stranded as aforesaid, at and for the best price that can be obtained for the same: and thereupon, if required to seal and execute a bill or bills of sale, or other deeds for perfecting and confirming the sale thereof, as the law of the country shall require, or that shall in that behalf be requisite and necessary. And upon receipt of the money for which the said premises or any part thereof shall be sold, to give sufficient receipts and discharges for the same; and to do all other matters and things in said premises as fully and effectually as I myself could do if present. And I do hereby ratify and confirm all that my said attorney shall lawfully do or cause to be done, in the said premises by virtue hereof.

In witness, &c.

To authorize a person to transact and manage commercial concerns.

Know all men by these presents, that I, A B, of &c. have made, constituted and appointed, and do by these presents make, constitute and appoint C D of —, to be my true and lawful attorney, for me and in my name, to transact all business, also to open all letters of correspondence, to sign and answer the same, and to draw, accept, endorse, and pay all bills of exchange or promissory notes; all moneys to re

ceive and acquittances for the same to give; and further also to settle, balance and arrange all books and accounts; and generally to do every act, matter and thing, as the nature of the business of me, the said A B, may or shall require. And I do hereby ratify and confirm all that my said attorney shall legally do in the premises.

In witness, &c.

From the Directors of an Insurance Company to sign Policies of Insurance, &c.

Know, &c. that we, A B, C D and E F, of &c. three Directors of the — Insurance Company of —, on behalf of said — Insurance Company, being duly authorized for that purpose, have made, constituted and appointed, and by these presents do make, constitute and appoint G H of —, to be our true and lawful attorney, in the name and on the behalf of said — Insurance Company, to underwrite and sign such Policies of Insurance against loss or damage by fire or (*here describe the risks to be taken*;) and for him the said G H to regulate, adjust, settle and pay all damages which may unfortunately happen by (*here name the accidents to be insured against*) to any such (*insert the kinds of property insured*;) by him so insured; likewise to compound and agree by arbitration or otherwise, as shall be expedient; also if necessary, to appear in any Court in —, and to answer to any suit in which said Insurance Company may or shall be any-wise interested or concerned; and generally for the said Insurance Company, to transact and perform all and every other thing or act whatsoever, touching and concerning the premises above mentioned, as fully and effectually to all intents and purposes whatsoever, as we, the said A B, C D and E F, might or could do if personally present; hereby promising to ratify and confirm whatsoever the said G H shall legally do in the premises by virtue hereof. In witness, &c.

To receive debts, &c.

Irrevocable, for me and in my name, and to my use (or but to the use of the said C D,) to ask, demand, sue for and recover of E F, of &c. all and every such sum and sums of money, debts and demands whatsoever, which are now due and owing to me, the said A B, by and from the said E F, and in default thereof, to use all lawful means in my name or otherwise, to receive the same by attachment, arrest or otherwise, and to compound for the same ; and on receipt thereof, or any part thereof, discharges or receipts for the same, for me and in my name to make and deliver ; and generally to do all lawful acts whatsoever touching the premises, as fully as I myself might or could if present ; and also attorney or attorneys under him to make and substitute, and revoke at pleasure, hereby ratifying and confirming whatsoever my said attorney shall legally do or cause to be done, touching the premises by virtue hereof.

In witness, &c.

To sell real estate, and transact business in general.

Know, &c. that I, A B, of —, have constituted, made and appointed, and by these presents, do constitute, make and appoint C D, of —, my true and lawful attorney for me and in my name, to ask, demand, sue for, recover and receive of and from all and every person and persons whatsoever, all and every sum and sums due, or that may become due, to me on any and every account ; to give receipts and acquittances for the same, or at his discretion to compound, compromise and agree for the same, and give discharges ; and also for me and in my name to sign any bond, obligation, contract or agreement whatsoever, to draw and endorse promissory notes and the same to renew, to draw upon any bank or banks, individual or individuals, for any sum of money that may be to my credit, or

which I may be entitled to receive, and the same to deposit in any other bank, again at his pleasure to draw for, from time to time, as myself might or could do, and also for me and in my name to sell any part or parts of my real estate which I am entitled to in my own right or in common with others, or howsoever I may be entitled to the same, and to make all necessary deeds, conveyances and assurances; and also for me and in my name to do all such other acts, matters and things in relation to my property, estate, affairs and business of every kind, as I myself might or could do if personally present, it being my intention by this letter of attorney to commit to the said C D, the entire management, care and disposition of my property and affairs, as fully and absolutely as I have now the management, care and disposition of them.

In witness, &c.

To receive a Legacy.

Of and from A B, of &c. executor of the last will and testament of C D, late of &c. and of all and every other person and persons whatsoever whom it doth, shall or may concern, all that legacy of — dollars given and payable to me, the said A B, in and by the last will and testament of the said C D, deceased, bearing date &c. and all other sum and sums of money, due and payable for and in respect of the said legacy; and upon receipt thereof, in my behalf to sign and give an acquittance therefor in full.

In witness, &c.

ASSIGNMENTS.

Assignment of Stock, and power to transfer.

Know, &c. that I, A B, of &c. for value received, have and hereby do grant, bargain, sell, assign;

transfer and set over to C D, of &c. (*shares in the capital stock of —, or of — dollars of — per cent. stock of the United States*) belonging to me, and standing in my name on the Books of (*the said Bank, or on the Books of the Commissioner of Loans for the State of —*;) and I do hereby constitute and appoint the said C D, my true and lawful attorney, irrevocable, to assign, and in due form of law transfer the said stock to himself, or to any other person or persons, and until such sale and transfer, to receive and give receipts for all dividends due or to grow due thereon; with power also an attorney or attorneys under him for such purposes, to make and substitute; and to do all other lawful acts requisite for effecting the premises; hereby ratifying and confirming all that my said attorney or substitute shall do therein by virtue hereof.

In witness, &c.

Hypothecation of Stock to a Bank on obtaining a discount, as collateral security of its payment.

Know all men by these presents, that I, A B, of —, have this day passed my promissory note for the sum of — dollars payable to the order of C D, cashier of (*here insert the name of the Bank*) — days after date, for value received, to the said Bank, for which I, the said A B, have received the full value, deducting the legal discount thereon, and as collateral security for the due payment of the said sum of — dollars — days after the date thereof, or within three day's grace usually allowed for payment thereof, have deposited with the said cashier (*here insert the particular description of the stock intended to be pledged.*) Now know ye, that in consideration of the premises and for value received, if the said promissory note, for the said sum of — dollars shall not be duly paid by the said A B, as the same shall become due and payable,

that I, the said A B, do hereby authorize and empower the said C D, cashier of the said Bank or his successor in office, irrevocable, to sell, assign, and in due form of law transfer, to any person or persons the said (*here recite the stock pledged.*) or so much thereof as shall be necessary fully to pay and discharge the said sum of — dollars, with any interest, cost, or charges that may be due thereon, hereby ratifying and confirming all and whatsoever my said attorney may lawfully do by virtue of these presents.

In witness whereof, &c.

Assignment of effects in trust to pay creditors.

This Indenture made the — day of —, in the year one thousand eight hundred and —, between A B, of &c. of the one part, and C D, of &c. of the other part: whereas the said A B, is indebted to divers persons in different sums of money, and is desirous of appropriating his effects to the payment of the same: Now this Indenture witnesses, that the said A B, for and in consideration of the said debts, and also in consideration of the sum of one dollar to him in hand paid by the said C D, the receipt whereof is hereby acknowledged, has granted, assigned, bargained and sold, aliened, released and confirmed, and by these presents does grant, &c. unto the said C D, his heirs, executors, administrators and assigns, all goods, chattels, book accounts, stock, debts, effects and all other property to him belonging, as will more fully appear from the schedule hereunto annexed: To have and to hold the same and every part thereof to the said C D, his heirs, executors, administrators and assigns, forever; in trust nevertheless, and to the only uses, intents and purposes following, that is to say, after paying and discharging the expenses incident to this trust; then, first, to pay and satisfy to (*here give the names of the several creditors, places of abode, and amounts*

due them,) if the estate and effects hereby assigned be sufficient to pay the same in full, and rateably and proportionably, if the estate and effects hereby assigned be insufficient to pay the whole thereof: Secondly, should any surplus remain after payment of the several debts aforesaid, to return the said surplus to the said A B, his heirs, executors, administrators and assigns; and the said A B does hereby nominate and appoint the said C D, his true and lawful attorney, irrevocable, to ask, demand, sue for, levy, recover and receive all sum or sums of money to him due and owing, and on receipt thereof in whole or in part to give acquittances; to execute and make compromises, or other arrangements that the said attorney may think beneficial to this trust, hereby ratifying all that the said attorney shall legally do by virtue of these presents.

In witness, &c.

An assignment of a debt as security, with power of Attorney.

Know all men by these presents that I, A B, of —, gentleman, in consideration of — dollars now due by me to C D, of —, trader, and for the better securing the payment of the same to the said C D, have granted, assigned and transferred, and by these presents do grant, assign and transfer, all that sum of money now owing to me from E F, for &c. before the day of the date hereof, and all my right, interest and demand, in and to the said sum of money, and every or any part thereof. To hold to the said C D, his executors, administrators and assigns, to his and their use forever; nevertheless, under the condition hereinafter mentioned. And I do hereby constitute and appoint the said C D, my attorney irrevocable, in my name, but at the charges of the said C D, and to his own use, to demand, sue for, recover, levy, receive, release and discharge the said debt, and every or any part thereof; and generally in my

name, or in the name of my executors and administrators, to make, do, and perform all and every such further and other acts, matters and things touching the premises, as to the said C D, his executors or administrators, shall seem requisite, as effectually as I or my executors or administrators, might have done; hereby ratifying and confirming whatever he or they may or shall lawfully do, or cause to be done, in or about the premises. And I do hereby covenant and agree to and with the said C D, his executors and administrators, that I have not done or suffered, and will not do or suffer, any act, matter or thing, whereby the said C D, his executors or administrators, may be hindered from recovering or receiving the said debt hereby assigned, or any part thereof, or any satisfaction therefor. And further, that I, my executors, and administrators, shall and will at all times hereafter, at the request and charges of the said C D, make, do, and execute all such further and other acts and deeds, as shall be reasonably required for the proving of the said debt, and the more effectually enabling him or them to recover, receive and enjoy the same, according to the true meaning and intent of these presents. Provided always, that if I, the said A B, my executors or administrators, shall pay or cause to be paid, to the said C D, his executors, administrators or assigns, the said sum of — due to him as aforesaid, within — months from the date hereof, then this assignment, and every matter and thing herein contained, shall be void to all intents and purposes whatsoever.

In witness, &c.

Assignment of a Bill of Sale of part of a Ship, by endorsement.

Know, &c. that I, the within named A B, for and in consideration of the sum of — dollars, to me paid by C D, of &c. the receipt whereof I do hereby ac-

knowledge, have granted, sold, assigned and released, and by these presents do grant, &c. to the said C D, the within bill of sale, and one full and equal — part of the within mentioned ship called the —, to me belonging, and of all her masts, sails, yards, anchors, cables, furniture and appurtenances as within expressed, to her belonging. To have and to hold the within bill of sale and — part of the said ship, with the appurtenances before expressed, to the said C D, his executors, &c. to his and their own proper use and behoof forever. And I, the said A B, for myself, &c. do covenant and agree to and with the said C D, his &c. that I have good right to sell, assign and release the aforementioned premises, and that the same are free from all incumbrance. *In witness, &c.*

BILLS OF SALE.

A Bill of Sale is a solemn contract under seal, whereby a man passes the right or interest that he hath in goods and chattles. If a man sells goods by deed under seal, duly executed, this alters the property between the parties, though there be no consideration, or no delivery of possession.

Jac. Law Dict.

But there must be a consideration and delivery in order to make the transfer good against a creditor of him who made it.

A common bill, not under seal, is also good against the maker; but will not exclude proof of fraud in the purchase.

Bill of Sale of goods as collateral security, with a recital.

Whereas C D, of, &c. did on the — day of —, become surety (or endorser, as the case may be,) in a certain note of hand, wherein I, the underwritten A B, was principal, (or promissor, as the case may be,) dated at —, the — day of —, for the sum of —, payable in — months, with interest, to E F, of &c. or order,

and has thereby become, in my default, accountable to pay said sum of —, to the said E F, or order: Now know ye, that I, A B, of &c. for and in consideration of the above recited liability of the said C D, to pay said sum of —, which I hereby acknowledge, have bargained, sold, conveyed and delivered, and do by these presents bargain, sell, convey and deliver, to the said C D, (*here recite the goods*) now in my store,* (*or elsewhere, as the case may be* :) To have and to hold, all and singular the said bargained premises, to the said C D, his executors, administrators and assigns, to his and their proper use and behoof forever. And I, the said A B, for myself, my executors, administrators and assigns, the said bargained premises, to the said C D, his executors, administrators and assigns, against all persons, do and will warrant and defend, by these presents; nevertheless, if I, the said A B, shall pay or cause to be paid, the aforesaid sum and interest, to the said E F, or order, all and every part thereof, without injury to the said bounden C D, then this bill of sale shall be null and void, and of no effect. *In witness, &c.*

* In case the goods should remain in possession of the person giving the bill of sale, and another should attempt an attachment of the same, as his property, it would be necessary that the officer should have due notice of the transfer; otherwise a doubt might arise as to the legal ownership of the goods so conveyed.

Bill of Sale of Goods.

Know all men by these presents, that I, A B, of &c. for and in consideration of the sum of —, to me in hand, paid by C D, of &c. the receipt whereof I do hereby acknowledge, have bargained, sold and delivered, and do by these presents, bargain, sell and deliver, to the said C D, (*here recite the articles.*) To have and to hold the said bargained premises to the said C D, his executors, administrators and assigns, to his and their proper use and behoof forever. And I, the said A B, for myself, my executors and administrators, the said bargained premise

es, to the said C D, his executors, administrators and assigns, against all persons, shall and will warrant and defend, by these presents.

In witness, &c.

Form of endorsing Livery and Seizin on the foregoing Bills of Sale.

Memorandum, the day and year first within written possession of the goods, &c. by the within written deed, bargained and sold, was delivered by the said A B to the said C D, by giving and delivering to the said C D [*one silver spoon,*] in the name of the whole goods and premises sold, in presence of us.

BILLS OF SALE OF SHIPS.

When any ship or vessel of the United States which shall have been registered, shall in whole or in part be sold or transferred to a citizen or citizens of the U. States, there shall in every such case of sale or transfer, be some instrument of writing in the nature of a Bill of Sale, which shall recite at length the certificate of Registry, otherwise the said ship or vessel shall be incapable of being registered anew.

Montefiore.

Bill of Sale of a Registered Vessel.

Know all men by these presents, that I, A B, of &c. for and in consideration of the sum of —, to me in hand well and truly paid at or before the delivery of these presents, by C D, of &c. the receipt whereof is hereby acknowledged, have and by these presents do grant, bargain, sell, assign, transfer, and set over to the said C D, his executors, administrators and assigns forever, all that good ship or vessel called the —, of the burthen of — tons or thereabouts, now lying in —, together with all and singular her masts, yards, sails, rigging, anchors, cables, boats, tackle, apparel,

and appurtenances. Which said vessel is registered in the port of —, in the words following, to wit; (*here recite the Registry.*) To have and to hold the said —, and all other the above bargained premises, to the said C D, his executors, administrators and assigns forever. And I, the said A B, for myself, my heirs, executors and administrators, do hereby covenant and agree to and with the said C D, his heirs, executors, administrators and assigns, that I, the said A B, at the execution of these presents, am the true and lawful owner of the said ship or vessel called the —, and appurtenances, and that I have good right and full authority to sell and dispose of the same, free of all incumbrances and demands whatsoever. In witness, &c.

*Signed, Sealed and delivered }
in presence of us. }*

Bill of sale of a vessel employed in the coasting trade.

[As in the preceding one, except in lieu of the Registry, recite the Enrolment.]

BONDS.

Bond of indemnity to the United States, to obtain the renewal of a certificate of Stock, lost or destroyed.

Know all men by these presents, that we —, are held and firmly bound unto the United States of America in the penal sum of — dollars, to which payment well and truly to be made and done, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this — day of —, Anno Domini one thousand eight hundred and —.

Whereas Certificate No. —, for — dollars, L. D. *Six per cent Stock*, issued by the Commissioner of Loans for the State of —, in favor of —, has been lost or destroyed, and the renewal having been con-

sented to, upon the forms and regulations of the Treasury heretofore established in such cases, being complied with: Now therefore the condition of the above obligation is such, that if the said —, their heirs, executors and administrators, shall indemnify and save harmless the said United States, of and from all claims and demands of whatsoever nature, which may be preferred on account of the certificate so permitted to be renewed, then this obligation to be void, otherwise to be and remain in full force and virtue.

*Sealed and delivered }
in presence of us. }*

Bond to deliver up a note lost when found, and indemnify in the mean time upon payment upon it.

Whereas the above named A B, gave a bill or note under his hand, dated &c. for the sum of —, payable to C D, which said bill or note was delivered to the above bound E F, but is since lost or mislaid. And whereas the said A B, has at or before the ensealing and delivery, paid unto the said E F, the said sum of — due and payable on said bill or note, notwithstanding the said bill or note cannot be found to be delivered up, the receipt of which said sum the said E F does hereby acknowledge, and of and from the same and every part thereof, do acquit and discharge the said A B, his executors and administrators forever by these presents. Now, the condition of this obligation is such, that if the said E F, his heirs, executors and administrators, do and shall deliver up the said note, when it shall be found, to be cancelled, and until the same shall be so delivered up and cancelled, save and keep harmless and indemnified, the said A B, his heirs, executors and administrators, and his and their and every of his and their lands, tenements, goods, and chattels, of and from the said

bill or note, and the said sum of — therein mentioned, and of and from all actions, suits, costs, charges, payments and damages whatsoever, which shall or may be brought, commenced, sued, prosecuted, recovered or awarded, against him, or which he may sustain or be put to, by any person or persons whatsoever, for or concerning the said bill or note, and the said sum of — therein mentioned, and which is so paid to the said E F, as aforesaid, then &c.

OF BOTTOMRY AND RESPONDENTIA.

Bottomry is the contract by which the owner of a ship borrows money for the purposes of the voyage, and pledges the keel or bottom as a security for payment; in which case, if the ship be lost, the lender loses his money, but if it arrives in safety, he receives the principal and the stipulated interest, however it may exceed the legal rate; and the ship and tackle are liable, as well as the person of the borrower.

Respondentia is where money is lent, not on the vessel, but on the goods, in which case the borrower is only personally bound to answer the contract.

Montefiore.

Bottomry Bond.

To all to whom these presents shall come, I, A B, of —, merchant, owner of the ship called the —, whereof C D is master, of the burthen of about — tons, now lying in this port of —, and bound on a voyage hence to the port of —, and thence back to this port of —, *sendeth greeting.* Whereas I, the said A B, am under the necessity of borrowing the sum of — dollars for the fitting out the said ship for the said intended voyage, and E F, of said —, merchant, has lent and advanced to me, the said A B, the said sum of —, at the rate of — per cent. on said sum, for the purpose of fitting out the said

ship as aforesaid. Now know ye, that I, the said A B, do by these presents, for myself, my executors and administrators, covenant, grant and agree to and with the said E F, that the said ship called the —, shall with the first fair wind set sail and depart from this port of —, and proceed directly to the port of —, and from thence return back to this port of —, and here end her said intended voyage; and I, the said A B, for and in consideration of the said sum of — dollars to me in hand paid by the said E F, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, do bind and obligate myself, my heirs, executors and administrators, my goods and chattels, and particularly the said ship called the —, with her hull or body, together with her tackle and apparel, and the freight to be earned for the said voyage, to pay the said E F, his executors, administrators or assigns the said sum of — dollars, within — days next after the safe arrival of the said ship at this port of —, from the said intended voyage, together with — per cent. interest thereon, amounting together to the sum of — dollars; and I the said A B, for myself, my heirs, executors and administrators, covenant, grant and agree to and with the said E F, his executors and administrators, by these presents, that I am the true and lawful owner of the said ship, and that I have good authority to charge and engage the said ship as aforesaid, and that the said ship shall at all times after the said voyage, be liable and chargeable for the said sum of — dollars, with the interest thereon as aforesaid.

In witness, &c,

Respondentia Bond.

Know all men, &c. [see *Bonds.*] Whereas the said E F, has this day lent and advanced to the said A B, the sum of — dollars upon the goods, wares and merchandize, laden or to be laden on board of

the ship called the —, S T, master, now bound on a voyage from this port of —, to the port of —, from thence back to this port of —.

The condition of this obligation is such, that if the said ship shall with all convenient speed, proceed and sail on said voyage to —, and from thence back to — as aforesaid, and do and shall return to this port of —, (the casualties of the seas excepted,) and if the said A B, his heirs, executors and administrators do and shall within — days after the said ship shall have returned to the said port of — from her intended voyage, well and truly pay or cause to be paid to the said E F, the sum of — dollars together with interest thereon at the rate of — per cent. on the entire voyage above expressed, whether the said voyage shall be terminated in a reasonable period of time or not, together with interest at the rate of six per cent. per annum for the — days allowed for the payment of the said sum, after the return of said ship to this port of — from said voyage, or if during the said voyage and before the return of said property to this port of —, the loss of the said ship by fire, enemies, or any other casualties, shall unavoidably happen, and the said A B, his executors and administrators shall and do within — days after such loss, well and truly account for upon oath, and pay unto the said E F, his executors, administrators or assigns, a just and proportionate average of all the said goods, wares and merchandize of the said A B, his executors or administrators, so carried from this port of —, on board of said ship, and the neat proceeds thereof, and all goods, specie, wares and merchandize, which the said A B, his heirs, executors or administrators shall therefrom acquire, during said voyage. and shall ship on board said ship, which shall not be unavoidably lost as aforesaid, then this obligation to be void, otherwise to remain in full force and virtue.

*Sealed and delivered }
in presence of us, }*

AGREEMENTS.

Articles between a Merchant and his Apprentice.

Articles of agreement, made and concluded by and between A B, of, &c. of the one part, and C D, son of E D, of, &c. and the said E D of the other part, in manner following, (that is to say,)

Whereas the said A B, the day of the date of these presents, hath agreed, and doth hereby agree to take the said C D to be his apprentice or servant, in merchandizing affairs; and to employ him therein, as well in parts beyond the seas, as in the State of —, where the said A B shall or may hereafter, or now hath tradings and dealings, for the space of seven years, to commence from, &c. And thereupon the said E D, father of the said C D, doth covenant and agree to and with the said A B, his executors, administrators and assigns, in manner following, that is to say, (*here insert the several articles agreed on.*) In witness, &c.

Signed, &c.

*Articles of Copartnership for carrying on a Joint Trade.**

Articles of agreement concluded between H I, of —, of the one part, and P M, of —, of the other part.

First of all. The said H I and P M have joined, and by these presents do join themselves, to be copartners together in the art or trade of —, and all things thereto belonging, and also in buying, selling, vending and retailing of all sorts of wares, goods, and commodities belonging to the said trade of —, which said copartnership is to continue from —, for and during and unto the full end and term of —, from thence next ensuing, and fully to be complete and ended. And to that end and purpose he the

*In copartnerships it sometimes happens, that there are several parties, who put in stocks of different amount; or that all or both are not actually engaged in the management of the same; in all which cases this general form may be altered to the one required.

said H I, hath, the day of the date of these presents, delivered in as stock, the sum of —, and the said P M the sum of —, to be used, laid out and employed in common between them, for the management of the said trade of —, to their utmost benefit and advantage. And it is agreed between the said parties to these presents, and the said copartners each for himself respectively, and for his own particular part, and for his executors and administrators, doth severally and not jointly covenant, promise and agree, to and with the other partner, his executors and administrators, by these presents, in manner and form following, (that is to say,)

That they the said copartners shall not, nor will at any time hereafter use, exercise, or follow, the trade of — aforesaid, or any other trade whatsoever, during the said term, to their private benefit or advantage; but shall and will from time to time, and at all times, during the said term, (if they shall so long live) do their, and each of their best endeavors, in and by all means possible, to the utmost of their skill and power, for their joint interest, profit and advantage, and truly employ, buy, sell and merchandize, with the stock aforesaid, and the increase thereof in the trade of — aforesaid, without any sinister intentions or fraudulent endeavors whatsoever: And also, that they the said copartners, shall and will from time to time, and at all times hereafter, during the said term, pay, bear and discharge equally between them, the rent of the shops which they shall rent or hire, for the joint exercising or managing the trade aforesaid: And that all such gain, profit and increase, that shall come, grow, or arise, for or by reason of the said trade, and joint occupying as aforesaid, shall be from time to time, during the said term, equally and proportionably divided between them, share and share alike. And also, that all such loss as shall happen in the said joint trade, by bad debts, ill commodities, or otherwise, without fraud or covin, shall be paid and borne equally and

proportionably between them. *And further*, it is agreed by and between the said copartners, parties to these presents, that there shall be had and kept, from time to time, and at all times, during the said term, and joint occupying and copartnership together, as aforesaid, perfect, just and true books of account, wherein each of the said copartners shall duly enter and set down, as well all money by them received, paid, expended and laid out, in and about the management of the said trade, as also all wares, goods, commodities, and merchandizes, by them, or either of them, bought and sold, by reason or means, or upon account of the said copartnership, and all other matters and things whatsoever, to the said joint trade, and the management thereof, in any wise belonging or appertaining, which said books shall be used in common, between the said copartners, so that either of them may have free access thereto, without any interruption of the other: And also that they, the said copartners, once in — months, or oftener if need shall require, upon the reasonable request of one of them, shall make, yield and render each to the other, or to the executors or administrators of each other, a true, just and perfect account of all profits and increase by them or either of them made, and of all losses by them or either of them sustained, and also of all payments, receipts, disbursements, and all other things whatsoever by them made, received, disbursed, acted, done or suffered, in their said copartnership, and jointly occupying as aforesaid; and the same account so made, shall and will clear, adjust, pay and deliver, each unto the other, at the time of making such account, their equal shares of the profits so made aforesaid. And at the end of the said term of —, or other sooner determination of these presents, (be it by the death of one of the said partners or otherwise) they the said copartners, each to the other, or, in case of the death of either of them, the surviving party to the executors or administrators of the party deceased,

shall and will make a true, just and final account of all things as aforesaid, and divide the profits aforesaid, and in all things well and truly adjust the same ; and that also upon the making of such final account, all and every the stock and stocks, as well as the gain and increase thereof, which shall appear to be remaining, whether consisting of money, wares, debts, &c. shall be equally parted and divided between them the said copartners, their executors or administrators, share and share alike. *In witness, &c.*

Signed, &c.

Agreement to continue a partnership, by indorsement.

We the within named H, I and P M do by these presents indorse, declare and mutually covenant and agree, unto and with each other, his and their executors and administrators, to continue the joint trade and partnership within mentioned, for the further term of — years, if both of us shall so long live, to be accounted from the expiration of the — years within limited for the continuance of the same, with the joint stock, and under and subject to the several covenants and agreements within expressed and contained. *In witness, &c.*

Separation of Copartnership.

An indenture made, &c. between L M, of &c. of the one part, and O P, of &c. of the other part. Whereas the said L M and O P, have for sometime been copartners together in the trade of &c. and by reason of the said joint trade and dealing, divers debts are become due and owing unto them, and also they are indebted and stand engaged in divers sums of money to others. And whereas the said L M and O P, for divers good causes, them thereto moving, have concluded and agreed that for the considerations herein after expressed, all the debts and sums of money which are due and owing unto them,

the said L M and O P jointly, shall be assigned unto the said O P. And the said O P hath agreed and undertaken to pay and discharge all debts and sums of money, which they, the said L M and O P, do jointly owe to any person or persons, for or by reason of their said joint trade or copartnership. *Now this indenture witnesseth,* That the said L M, for the consideration herein after mentioned, hath granted, assigned, and set over, and by these presents doth grant, assign, and set over unto the said O P, his executors, administrators and assigns, all and singular such debts and sums of money as are owing to him the said L M, severally or jointly, with the said O P, for or concerning their joint trade aforesaid (*here may be added, and goods, wares and merchandize remaining unsold*) and all his right, title, interest, property, claim and demand whatsoever, in and to the said debts, or any of them; and also all and singular bills, bonds, specialities, and writings whatsoever, for and concerning the said debts and the late copartnership between them: All which debts are mentioned and expressed in a certain schedule hereunto annexed. To have, hold and enjoy all and every the said debts, specialities and writings, unto the said O P, his executors, administrators and assigns, to his and their own proper use and behoof, without any manner of account therefor to be given to him the said L M, his executors, administrators, or assigns, and the said L M doth by these presents give and grant the said O P his executors, administrators and assigns, full power and authority to ask, levy, recover and receive in the name of him, the said L M, all and singular the said debts and sums of money expressed in the said schedule, for and to the only use and behoof of the said O P, his executors, administrators and assigns. And the said L M, for himself, his executors, administrators and assigns, doth covenant and grant to and with the said O P, his executors, &c. that if it should appear the said L M, or his assigns, or any person or per-

sons, by virtue of any power or authority derived from him or them, have at any time heretofore received, released, or discharged any of the said debts or sums of money mentioned in the said schedule other than the sum of, &c. received by the consent of the said O P, that then upon notice given by the said O P, his executors, administrators or assigns, to the said L M, his, &c. he the said L M, his executors or administrators, shall within twenty days next after such notice given to the said L M, or his, &c. make a full satisfaction to the said O P, or his assigns, for the same. And also, that he, the said L M, his executors or administrators, shall not, nor will, at any time or times hereafter, do, or suffer, any act, matter, or thing, to impede the said O P, his executors, administrators or assigns, in the getting in, obtaining, or recovery of the said debts, or any of them. And further, that he, the said L M, his executors and administrators, shall and will, upon reasonable request to him or them made, by the said O P, his executors, administrators or assigns, make, seal, and deliver to him or them, such other powers, letter or letters of attorney, as may be sufficient for the recovery, and getting in the said debts and sums of money, as by the said O P, his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised, or required. In consideration whereof, the said O P for himself, his executors and administrators, doth covenant, promise and grant, to and with the said L M, his executors and administrators, that he the said O P, his executors or administrators, shall and will, within twenty days from the date of these presents, well and truly pay or cause to be paid unto the said L M, his executors, &c. the sum of, &c. and shall or will, at or before, &c. next, obtain and procure to and for the said L M, his executors or administrators, sufficient general releases and other discharges in the law, from all creditors whose names are mentioned in the second schedule hereunto annexed.

And also, that he the said O P, his executors or administrators, shall and will, at all times forever hereafter, save and keep harmless and indemnified, the said L M, his executors and administrators, against all and every person and persons whatsoever, to whom they the said L M and O P, or either of them, are indebted, touching or concerning the said copartnership, and of and from all actions, suits, costs, charges, judgments, executions, damages and demands whatsoever, which shall at any time hereafter arise and be brought against the said L M, his executors or administrators, or his or their lands, tenements, goods or chattels, for or by reason of any debts or sums of money owing, for or by reason of any bill, bond, speciality, promise or contract, touching the said copartnership. In witness, &c.

Signed, &c.

A Charty Party of Assignment.

This *Chartry Party* indented, made, concluded and agreed upon, the — day of —, in the year of our Lord, between A B; of, &c. master and owner of the ship or vessel called the —, of the burthen of, &c. of the one part, and C D, of, &c. of the other part, *witnesseth*, That the said A B, for the consideration hereinafter mentioned, *hath* granted and to freight letten, and by these presents *doth* grant and to freight let, unto the said C D, his executors, administrators and assigns, the whole tonnage of the hold, stem, sheets, and half deck of the said ship or vessel, from the port of — to the port of —, in a voyage to be made with the said ship in the manner following, (that is to say,) the said A B is to sail with the first fair wind and weather that shall happen, next after the — day of —, or before the — day of — next, from the said port of —, with the goods and merchandize of the said C D, his factors or assigns, on board, to — aforesaid, there to be delivered and discharged of her said cargo,

within fifteen days next after her arrival for the end of the said voyage. In consideration whereof, the said C D, for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said A B, his executors, administrators and assigns, and every of them, by these presents, that he the said C D, his executors, administrators, factors or assigns, shall and will well and truly pay or cause to be paid, unto the said A B, his executors, administrators and assigns, for the freight of the said ship or goods, the sum of, &c. (*Or thus*, —dols. a ton, forloading or unloading and taking in goods at — and — ports,) within ——— days after the said ship's arrival, and goods discharged at — aforesaid, for the end of the voyage; and also shall and will pay for demurrage, if any shall be by the default of him the said C D, his factors or assigns, the sum of ——— dollars a day, daily and every day, as the same shall grow due: And the said A B, for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said C D, his executors, administrators and assigns, and every of them, by these presents, that the said ship or vessel shall be ready at the said port of — at — key, to take in goods, by the said — day of —, next coming; and within ten days after the said ship shall be ready at the said key as aforesaid, the said C D doth grant, promise and agree to have his goods ready and put on board the said ship, in order that she may proceed on her said voyage. And the said A B doth also covenant, promise, grant and agree, to and with the said C D, his executors, administrators and assigns, that the said ship or vessel now is, and at all times during the said voyage shall be, to the best endeavor of the said A B, his executors and administrators, at his and their own proper costs and charges, and all things made and kept stiff, staunch and strong, and will furnish and provide as well

with men and mariners sufficient and able to sail, guide and govern the said ship, as with all manner of rigging, boats, tackle apparel, furniture, provision and appurtenances fitting and necessary for the said men and mariners, and for the said ship, during the voyage aforesaid.

In witness, &c.

A Charter Party of Affreightment.

This charter party of affreightment, indented, made and fully concluded upon this — day of — in the year of our Lord —, between A B, of &c. owner of the good ship called the —, of the burthen of — tons, or thereabouts, now lying in the harbor of —, whereof — is at present master, on the one part, and C D, of &c. on the other part, *Witnesseth*, That the said A B, for the consideration hereafter mentioned, hath lett to freight — the aforesaid ship with the appurtenances to her belonging, for a voyage to be made by the said C D to — and back again to —, where she is to be discharged (the danger of the seas excepted) and the said A B doth by these presents covenant and agree with the said C D in manner following, *That is to say*, That the said ship in and during the voyage aforesaid, shall be tight, staunch, and strong, and sufficiently tackled and apparelled with all things necessary for such a vessel and voyage; and that it shall and may be lawful for the said C D, his agent or factors, as well at — as at — to load and put on board the said ship — loading of such goods and merchandize as they shall think proper. Contraband goods always excepted. *In consideration whereof*, the said C D doth by these presents agree with the said A B well and truly to pay or cause to be paid unto him, in full for the freight or hire of his said ship and appurtenances, the sum of —, and so in proportion for a less time, as the said ship shall be continued in the aforesaid

service in — days after her return to —,* and the said C D doth agree to pay — the charges of victualling and manning the said ship and — port charges and pilotage during said voyage, and to deliver said ship on her return to — to, the owner aforesaid, or his order.

To the true and faithful performance of all and singular the covenants, payments and agreements aforementioned, each of the parties aforesaid binds and obliges himself, his executors and administrators, in the penal sum of — firmly by these presents. In witness whereof, the parties aforesaid have hereunto interchangeably set their hands and seals the day and year aforewritten.

Signed, sealed and delivered }
in presence of us, }

Letter of License.

To all, &c. we (*here name the creditors and place of their abode,*) send greeting. Whereas G H, of &c. is and stands indebted to us the said —, which by reason of losses he is unable to pay: Now therefore know ye, that we the said (*name the creditors,*) have given and granted, and by these presents do give and grant, to the said G H, full, free and safe license and liberty to come and go, pass and repass from place to place, where and as his business and occasion shall serve and require, from the day of the date of these presents, for the term of — years, and fully to be complete and ended, without being sued, molested, charged or troubled in his person or otherwise, for or concerning any debt, duty, sum or sums of money, or other matter or thing, whereby or wherewith he is or stands indebted or bound to us, or shall or may be charged or chargeable in any wise howsoever. And we, the said creditors, do hereby for us, our heirs, executors and administrators, covenant, promise and grant, to and with the said G H, his executors and administrators, that

*Or is lost, (if it so happens) is usually added.

we the said creditors, our heirs, executors and administrators, nor any other person or persons, by, with or through our or any of our order, direction, privity or consent, shall or will at any time hereafter, during the said term of — years, sue, arrest, attach, seize, extend, molest, implead or trouble the said G H, his heirs, executors or administrators, or his or their bodies, goods or estates, for or concerning any debt, duty, sum or sums of money, which he now owes or is indebted to us, by himself solely, or jointly with or for any other person or persons, by bond, bill, covenant or otherwise howsoever, or for any other matter, thing or cause whatsoever, wherewith he or they now are or shall or may be charged or chargeable; and that these presents shall or may be pleaded and allowed in any court or courts at law or equity, in discharge to all or any actions, suits or other proceedings, judgments and executions, which shall or may be brought, commenced, sued, prosecuted, awarded or recovered against the said C D, his heirs, executors or administrators, or his or their goods, or estates, by us the said creditors, our heirs, executors, administrators or assigns, or any other person or persons, by or through our or their or any of their means, act, privity, order, consent, or procurement, contrary to the true intent and meaning of these presents: *Provided nevertheless*, that if all the said parties hereunto shall not subscribe and seal these presents, then and in such case, the license hereby granted, and every clause thereof, shall be void and of no effect; any thing herein before expressed to the contrary notwithstanding.

In witness, &c.

Memorandum of meeting of Creditors.

MEMORANDUM. At a meeting of the creditors of A B, of &c held at &c the — day of —, it is concluded and agreed on as follows, that is to say, We,

the creditors of the said A B, whose names are hereunder written, have this day severally and respectively agreed for ourselves, and for our several and respective partners, executors, administrators or assigns, to and with the said A B, his executors and administrators, to accept, receive and take the sum of — for each and every dollar that he, the said A B, does owe and is indebted to us, severally and respectively, in full satisfaction and discharge of the debts or sums severally and respectively due to us from the said A B, so that the said sum of — for each and every dollar be paid severally and respectively to us, or to our several and respective heirs, executors, administrators or assigns within the space of — days, from the day of the date hereof; and in default thereof, this agreement to be null and void.

Witness our hands the day and year aforesaid.

Agreement to hold parts in a cargo.

MEMORANDUM. That we, the several persons whose names are hereunto subscribed, have agreed to make up the sum of — dollars between us, which is to be invested in the purchase of a cargo of —, as shall be approved by us or a major part of us, to be sent to —, in such ship or vessel as we or the major part of us, agree to charter for that purpose; that the said cargo shall be disposed of by G H, the proceeds of such sale shall be reinvested in the purchase of such goods, wares and merchandize, as the said G H shall approve, and be brought to this port of —, in said vessel. Now we, the said subscribers, do hereby severally and respectively, not one for the other, promise and agree to and with the other and others of us, our executors and administrators, that each of us shall and will be concerned and answerable for profit and loss of and in said cargo, according to our respective parts thereof, hereunder subscribed; and that each of us will pay our several

proportionable parts of the costs thereof, according to our respective parts subscribed as aforesaid.

In witness whereof, we have hereunto set our hands this — day of —, 18 .

Agreement to hold parts of a ship to be built.

We, whose hands and seals are hereunto subscribed, do for ourselves, our executors and administrators, severally and respectively, and not jointly, nor one for the other, nor for the other's act and deed, covenant, promise and agree, to and with A B, of &c. his executors, administrators or assigns, by these presents, that each of us will hold and be concerned in the several parts by us respectively subscribed with our names to these presents, of and in a new ship, to be of the burthen of — tons or thereabouts, for the building whereof the said A B hath, at our request and with our consent, contracted and agreed with C D, of —, by articles of agreement, bearing date on, &c. of which ship when built and finished, that each of us respectively will pay our full proportion, according to our parts in said ship hereunder subscribed, of the sum of money to be paid for the building of the said ship, at the times and in manner, as the same shall become due by the said contract in that behalf, and likewise of the charge of the outset and fitting the said ship for sea, for such a voyage as the major part of the owners thereof, according to their parts therein, shall agree and think proper.

In witness, &c.

Agreement to hold parts of a ship when bought.

We, &c. (as above) that each of us will hold and be concerned in the several parts, by us hereunder severally subscribed, of and in a certain ship called the —, of the burthen of — tons or thereabouts, now at —, when the same is bought by A B, for the buying whereof the said A B has agreed (or is

about to agree,) with the present owners thereof; and we do further severally, but not jointly, covenant and agree to and with the said A B, his executors, administrators and assigns, that each of us will pay our respective shares according to our parts in the said ship hereunder subscribed, of the sum of money which the said A B has agreed (*or shall agree*) to pay for the said ship, as the same shall become payable, or be agreed by him to be paid, and likewise the charge of her fitting and outset to sea, for a voyage to —, or such other voyage as we or the major part of us shall agree, upon demand.

In witness, &c.

Agreement respecting a ship owned in copartnership.

Articles of agreement made and concluded, &c. between A B, of &c of the one part, and C D of &c. of the other part, witness, that the said A B has this day purchased of the said C D one half part of all that ship called the —, of the burthen of — tons or thereabouts, and also one half part of all and singular the anchors, cables, ropes, masts, sails, yards, boats, oars, apparel and furniture whatsoever to the said ship belonging, or in any wise appertaining, which ship is now at —, whereof — is now master, as by the bill of sale thereof, reference thereto being had, will more fully appear; and also that the said party doth hereby mutually covenant and agree to and with the other of them, his executors and administrators, by these presents in manner following, viz. (*here insert the particulars of the agreement, who shall keep the books, at what time the accounts shall be rendered &c.*) and the said — shall and will on the delivery and statements of the said accounts, pay to the said —, his executors, administrators or assigns, his the said —'s half part of all the profits and benefits that may in any wise arise or be made by the said ship and the employment thereof; and the said — does for himself, his executors and ad-

ministrators, covenant and promise to and with the said —, (*the keeper of the accounts*) his executors and administrators, that in case loss or damage shall at any time be sustained by and on account of said ship, and the employment thereof, that in such case, the said —, his executors, administrators and assigns, shall and will pay, to the said —, (*keeper of the books*) his executors, administrators or assigns, when thereto required (*proper vouchers and receipts being to him or them presented*) his the said —'s one half part of such loss or damage so to be sustained as aforesaid. And for the true performance &c.

In witness, &c.

SURVEYS.

Survey of a Ship and Furniture.

We, A B and C D, shipmasters, and E F and G H, shipwrights, all resident within the — of —, do hereby jointly and severally declare and attest unto all whom it may concern, that on the — day of —, at the instance of J K, of &c. we went on board and alongside the — called the —, of the burthen of — tons or thereabouts, to examine the said —, her hull, masts, yards, anchors, cables, rigging, running rigging and sails, and every other store to her belonging; and having carefully and particularly inspected, examined and surveyed the said —, called the —, and her several stores, do report, that the said vessel's hull, masts, &c. are fit, (*or unfit as the case may be,*) to proceed to sea; all which we are ready to affirm upon oath, when thereto required.

Witness our hands this — day of —.

Survey of Goods.

C—, ss. We, whose names are hereunto subscribed, have this day, at the instance and request of A B, master of the — called the —, bound on a

voyage to —, laden with —, duly and carefully surveyed and examined the cargo of the said —, which has been landed and stored in warehouses by order and direction of Mr. C D — of the said —, under his and the — locks, and who is appointed for and by the said A B, the master of the said — as aforesaid : We therefore do hereby certify and declare, that on such survey we have carefully examined the whole of the said cargo, and find the same so much damaged, and in a perishable state, as not fit by any means to be reshipped. Given under our hands this — day of —, in the year of our Lord, &c.

Survey of Goods, pursuant to a Warrant for that purpose.

C—, ss. Pursuant to the annexed warrant of survey to us directed, we repaired to the wharf of Mr. A B, situate —, and then and there particularly viewed, examined and surveyed —, marked No —, landed from on board the ship or vessel called the —, whereof — is master, from —, as the same were produced or shown to us by — ; and we find, after duly inspecting the —, to be — (*as the case may be.*) This we have done, and do now report at —, under our hands and seals, upon oath, this — day of —.

Sworn, &c.

Valuation for adjustment of an average loss.

We, A B and C D, of &c. being by virtue of a certain writing under the hands and seals of the master and freighters of the ship or vessel called the —, of the burthen of — tons or thereabouts, at anchor in the port of —, and lately arrived from —, in the island of —, dated the — day of —, requested, ordered and empowered, to adjust and settle the value of the goods and merchandize thrown overboard in the storm and bad weather, which the said ship met with in her voyage from —, with the freight for the same, and of the goods remaining on board,

and of the ship as she now is with her freight, and of the ship's mainmast cut in the storm for the preservation of the ship, do declare our valuation of the premises as follows :

In witness, &c.

OF PROMISSORY NOTES.

Common Form.

PORTLAND, June 8, 1824.

For value received, I the subscriber, of —, county of —, and State of —, promise to pay A B, or order, — dollars and — cents on demand (*or as the case may be*) with interest.

Witness, E F.

C D.

Notes of hand, containing the words “or order,” are negotiable ; and the property in them may be transferred to a third person by indorsement of the name of the original payee upon the back ; of which indorsement there are three kinds : *In blank, in full, and restrictive.* The first is simply writing the name, which may be made *in full*, by writing over it, “Pay the contents to G H.” If the promissor fails to pay the note, and the indorser is to be called on, the *blank* may be filled up thus, “For value received, I promise to pay the within to G H.”

A restrictive indorsement must be made at the time of the transfer, thus : “I order the contents of the within note to be paid to G H, I being in no way liable for the same.”

A note is said to be discredited, when it is not paid at the time when it is due ; and in order that the indorser may be holden, it is necessary that he should have due notice of its non-payment, on that day. If such notice is not given, or if the note is not indorsed till after it becomes due, the promissor may defend against the indorsee, in case of fraud in the consideration, no value received &c. in the same manner, as if the action had been brought by the

original payee, otherwise the promissor must pay the note, and look for his remedy to the person, to whom he gave the same.

In this State, all notes discounted at the banks are entitled to three days of grace, on the last day of which, notice should be given to the indorsers.

CONFESSION NOTES.

It is by law provided, That every Justice of the Peace in this State shall have power within his county to take recognizances for the payment of debts of any person, who shall come before him for that purpose, which recognizance may be in substance as follows :

Know all men, that I, A B, of —, in the county of —, and State of —, do owe unto C D, of —, the sum of —, to be paid to the said C D, on the — day of — : and if I shall fail of the payment of the debt aforesaid, by the time aforesaid, I will and grant that the said debt shall be levied of my goods and chattels, lands and tenements, and in want thereof, of my body.

Dated at —, this — day of —, in the year of our Lord —. Witness my hand and seal.

A B. (L.S.)

C—, ss. Acknowledged the day and year last abovesaid, before E F, Justice of the Peace.

NOTE. Such recognizance must be recorded at large, by the Justice, in a book to be kept by him for that purpose : this is the same as a judgment of court, or of a Justice of the Peace, and execution may issue thereon, in twenty-four hours after it becomes payable. See Laws of Maine.

OF BILLS OF EXCHANGE.

A bill of exchange is an open letter of request, whereby one person desires another to pay a certain sum of money at a certain time to a third, or to his order, at a time therein specified. The person making the bill is called the drawer ; the person, in

whose favor the payment is to be made, the payee ; the person, to whom it is directed, the drawee ; and after he has accepted the same, the acceptor ; the person having possession of the bill, the *holder*. Bills of exchange are divided into *foreign* and *inland* ; the former, when the parties are resident abroad : the latter, when they remain within the same government or territory. A foreign bill of exchange usually consists of several parts, which are exact copies of each other, except in their numbers, *first*, *second*, &c. ; each of the same date, directing the payment of the same sum, provided the *first* and *second*, or *second* and *third* (or as the case may be) be not paid.

Notes of hand, when endorsed, resemble inland bills of exchange, and the laws and regulations respecting them, are precisely the same.

A bill of exchange must be made in writing, drawn by the party himself, or by some person by him legally authorized.

The payment of a bill of exchange must be certain, and not depend on a contingency. No particular form is necessary for a bill of exchange (*except in some of the U. S.*) Any words purporting an assignment of a debt, or a promise to you, will constitute a valid bill, &c. It is, however, prescribed by custom.

Forms of Inland Bills of Exchange.

Exchange for \$100. PORTLAND, June 4, 1824.

At sight of this my only bill of exchange, pay to Mr. James Prince, or order, one hundred dollars, value received of him, and place the same to account as per advice (*or without further advice, as the case may be*) from

WILLIAM GOODWIN.

To Mr. HENRY PIERCE, *Mercht.* Boston.

\$200.

PORTLAND, June 8, 1824.

Sixty days after date, pay to Mr. John Lord, or order, two hundred dollars, value received.

JOHN WILSON.

Mr. WILLIAM LORING, *Mercht.* N. York.

When bills are drawn payable at usance, or at a certain time after date or sight, they are not payable at the time mentioned in the bill, which in the U. S. are three ; on the last of which the bill must be paid, or it will be dishonored : if the last day be Christmas-day, the 4th of July, or Sunday, the bill becomes due the day before. When bills are payable at sight, no such days are allowed.

Foreign bills are usually drawn payable at one, two or three usances. The term *usance* is French, and signifies the time which it is the usage and custom of the countries between which bills are drawn, to appoint for payment of them. Double and treble usance is double or treble the usual time, and half usance is half that time. When a month is divided upon half usance, whether the usance be one month or three, the division contains fifteen days.

An acceptance is generally made by writing the word *accepted* upon the bill with the *name* or *initials* of the party, the day, month and year, which acceptance is absolute and cannot be revoked. A bill may, however, be accepted upon certain *conditions*, which acceptance becomes absolute when the conditions are performed ; or *partially*, i. e. to pay a part of the contents ; and it may be either *verbal* or *written*.

Of Notice and Protest.

If a *foreign bill* be not accepted when presented, it should be protested ; and an *inland bill* should be noted.

A bill to be *protested* or *noted*, must be carried to a notary ; or, if there be no notary in or near the

place where the bill is payable, by an inhabitant in the presence of two witnesses. The same steps are to be taken with respect to protesting or noting a bill for non-payment, except that notice must be given as well to the drawer as all the indorsers. Notice of non-acceptance ought to be transmitted within a reasonable time after the protest, which should be on the day of refusal to accept, if any post or ordinary conveyance sets out on that day: and if not, by the next earliest ordinary conveyance. In *inland bills*, if the party reside in the same place, where the bill was dishonored, notice should be given *on the same day or the day after at farthest*, and *by that day's post*, if the parties are resident out of the same place: and in all cases within fourteen days. Every party, immediately on receipt of such notice, should give notice anew to such of those persons as are liable to him, and against whom he must prove notice.

Assignment.

Bills of exchange or promissory notes may be assigned or transferred by delivery or by indorsement. Those assignable by the former method, are made payable to *bearer*; those by the latter are made payable to *order*. A common order is an inland bill of exchange.

Of Presentment for Payment.

Bills or notes should be presented for payment by the holder or his agent, or some person competent to give a legal discharge for them; the demand for payment need not be personal; it will be sufficient if made at the place appointed for payment. In case of the *removal* of the drawer, the holder of the bill or note should endeavor to find, and then *present it*. If the drawer be dead, the bill or note should be presented to his personal representative, and if

there be none, payment should be demanded at the house of the deceased. Presentment for payment should be made within a reasonable time, and at seasonable hours, and every bill or note should be presented upon the last day of grace.

Of damages on Inland Bills.

By a law of the State of Maine, *it is provided*, That when any bill of exchange, drawn or endorsed within this State, payable at any place without the same, and within the United States, and the territories thereof, which upon being duly presented for acceptance or payment, shall not be accepted, or paid, according to the order of said, or the terms of said acceptances, (*if any*) and shall thereupon be regularly protested, every person drawing or endorsing such bill within the State, who shall be liable by law for the contents of said bill, to any holder or party thereto, shall, in addition to the contents of said bill, and to the cost and lawful interest, be liable for, and pay damages, at the following rates, viz : upon all such bills payable within the States of New-Hampshire, Vermont, Massachusetts, Rhode-Island, Connecticut or New-York, three per cent. on the amount of such bill ; if payable within the States of New-Jersey, Pennsylvania, Delaware, Maryland, Virginia, or District of Columbia, five per cent. ; if payable within the States of North-Carolina, or South-Carolina, six per cent. ; if payable within any other of the United States, or the territories thereof, nine per cent.

It is also provided, That when any bill of exchange, or order for the payment of money drawn or endorsed within this State, for one hundred dollars, or upwards, and payable at any place within the same, distant seventy five miles or more, from the place where the same is drawn or endorsed as aforesaid, which shall not be duly accepted and paid according to the terms of the acceptance, the person

drawing or endorsing the same, within this State, at the distance of seventy five miles or more from the place of payment, and who is liable by law, for the contents of said bill or order, to the holder thereof, or any party thereto, shall, in addition to the contents of said bill or order, and lawful cost thereon, be also liable for, and shall pay damages at the rate of one per cent. on the amount thereof.

And further, That every Notary Public, when a foreign or inland bill of exchange, not duly honored by the drawee, is committed to him, shall on request, go in person with such bill to the drawee and demand of him, or at his usual abode, acceptance, or payment thereof (*as the case may be*) and if he neglect or refuse to accept or to pay the same, the said Notary Public shall note a protest thereof, and immediately enter of record a copy of said bill, on his absence or silence, as the case may be, and on request, he shall, to any demandant, furnish a copy of his record, in due form of a protest, under his hand and notarial seal: and in like manner, all notices to endorsers of promissory notes, and of the assignments of all obligations, contracts or other writings obligatory signed, may be given, noted of record, protested and certified on request of the person interested.

STOCKS OF THE UNITED STATES.

The Stocks of the United States are debts due from the government to individuals and corporations for loans of money, who hold as evidence of the same, Certificates of the respective sums, issued by the Commissioners of Loans. The Stocks are usually designated by the rate of interest they bear, and the year in which they are created, and are as follows:

Three per cents.		Five per cents of	1820.
Exchanged six per cents of	1812.	Five per cents of	1821.
Six per cents of	1812.	Exchanged five per cents.	
Six per cents of	1813.	Four and a half per cent or	
Six per cents of	1814.	Florida of 1824.	
Seven per cents Treasury notes		Exchanged four and a half per	
Six per cents Treasury notes.		cents of 1824.	
Six per cents of	1815.	Four and a half per cent loan of	
Five per cent stock, Bank U. S.		1824.	
Six per cents of	1820.		

In each of the principal States a Loan Office is established, under the direction of an officer termed Commissioner of Loans, at which all Certificates of Stocks are registered and issued. When Stock is transferred, the seller appears in person or by attorney, at the Loan Office from which the Stock issued, and endorses on the Certificate the amount to be transferred, for value received. This endorsed certificate is deposited in the Loan Office, where it stands to the holder's credit; whence a new certificate issues to the assignee, who is credited therefor on the books of the office. If a balance remains to the Assignor, a new Certificate issues to him for the amount. Stock is transferable from one Loan Office to another, on a warrant from the Secretary of the Treasury. The books in the Loan Office are closed fifteen days next preceding each quarterly payment of interest; and during that time no transfer can be made. Transfers are made without charge. The interest on the public debt, is paid quarterly, to wit, on the first days of January, April, July, and October, in every year, at the Bank of the United States, and its branches.

The market value of Stocks is not unfrequently fluctuating. Their value, however, is mainly dependent on the terms of redemption, the rate of interest they bear, and the abundance or scarcity of money. Like other personal securities, they are purchased and sold among Merchants and Brokers. A Certificate of Stock, like a note of hand or Bank Bill, is the representative of money, though not transferable with equal facility. Like a ship

or vessel in regard to transfer, the sale of Stocks is not complete, until the Certificate standing in the name of the Assignor on the books of the Loan Office, is returned to, and a new one in the name of the Assignee issues from the Commissioner of Loans. The forms for the assignment, sale and transfer of Stocks, are all to be found in another part of this work.

LETTERS OF CREDIT.

There are two kinds of letters of credit, special and general, commonly not sealed, and are given to persons travelling to furnish them with cash.

The writer of a letter of credit binds himself for the repayment of all moneys that may be advanced agreeably to the request contained in such letter.

An advice, by post, ought to follow a letter of credit, containing a duplicate of the same, and giving a description of the bearer.

Letters or bills of credit are generally in the following form :

PORTLAND, January 17, 1824.

This is intended to accompany Mr. William Davidson, and to request you to furnish him with two thousand dollars of your money, (or with any amount he may desire of you, if you give an unlimited credit) for which, please to take his bills on me, or on any other person on whom he shall think proper to draw them, and I do hereby oblige myself for the punctual discharge of the same.

Very respectfully, your obedient servant,

THOMAS CHANDLER.

WILLIAM BROWN, Esquire, *Merchant,*

PARIS.

A Letter or Bill of Credit.

This present writing witnesses, that I, A B, of —, do undertake, to and with C D, of —, his executors and administrators, that if he deliver to E F, of —, or any of his assigns, to his use, any sum or sums of money, amounting to the sum of — or under, and shall take in my name a bill or bills, under the hand of the said E F, confessing and showing the certainty thereof, that then I, my executors or administrators, having the said bill or bills delivered to me or them, shall immediately, upon receipt of the same, pay or cause to be paid, unto the said C D, his executors, administrators or assigns, all such sums of money as shall be contained in the said bill or bills, for which payment, well and truly to be made in manner and form aforesaid, I bind myself, my executors, administrators and assigns, by these presents.

In witness whereof, &c.

ABANDONMENT.

Notice of Abandonment.

Notice is hereby given, that I, A B, of &c. do by this present abandon, cede and leave to you all my right, title, interest, claim, property and demand of and in the ship called the —, and all and every part of her cargo, and the goods laden on board her by me, the said A B, and do demand of you a total loss of — dollars by you underwrote on goods and merchandize laden on board the said ship by me, the said A B, valued in goods.

An Abandonment of Vessel and Cargo.

To all people to whom these presents shall come, A B, of B, &c. and T F, of C, &c. send greeting.

Whereas we, the said A B and T F, caused to be insured by the — Insurance Company, lost or not

lost, the sum of —, viz. the sum of — on the schooner I, and appurtenances, and the sum of — on her cargo, from B to one or more parts in H, one or more times, for the purpose of selling her outward cargo, and purchasing her homeward bound cargo, and at or from either of them, to B, or her first port of discharge in the U. S. as by a policy numbered 50, may appear : and whereas the said schooner, whilst she was sailing on her voyage from A to B, on or about the — day of — last past, ran ashore at C, and thereby was, and ever since has been, and now is, totally lost, vessel and cargo, to the said A B and T F. Now know ye, that we, the said A B and T F, do hereby abandon to the said — Insurance Company, such proportion of the said schooner and cargo, and of our interest therein, as said sum of — by them insured, bears to the whole vessel and cargo. And we do hereby constitute J R, Esq. President of said Company, our true and lawful attorney, in our names and otherwise, but for the use, and at the charges of the said company, to claim, sue for, recover, and receive such proportion of said vessel and cargo, herein before abandoned.

And we, the said A B and T F, do hereby for ourselves, our executors, &c. covenant and grant to and with the said company, that we, our &c. shall and will at all times hereafter, at the request, and at the charges of the said company, make, seal, execute and acknowledge, all and every such further and other conveyances and assurances for the better conveying and assuring to the said company, the proportion of the said vessel and cargo herein before abandoned, and all and every such further and other letter or letters of attorney, for enabling the said company, at their own charges, to ask, demand, sue for, and recover the said proportion of said vessel and cargo, as by the said company or

their counsel shall be reasonably advised, devised and required.

In testimony whereof, &c.

NOTARIAL CERTIFICATES.

Of the due execution of a Letter of Attorney.

I, L M, of —, notary public, do hereby certify and attest to all whom it may concern, that the letter of attorney hereunto annexed was duly signed and sealed by A B, therein named, in my presence and in the presence of C D and E F. To the due execution thereof, an act being requested, I have granted the same under my notarial form and seal of office, to serve and avail as occasion shall or may require. Done and passed at — aforesaid, this — day of —, in the year of our Lord, &c.

Of the Identity of a Person.

On this — day of —, before me, L M, notary public of —, personally came and appeared A B, of &c. and C D, of &c. who severally declared that they, these appearers, have for many years known and been well acquainted with E F, son of G H, late of —, but now of —; and that these appearers verily believe the said E F, to be the residuary heir named in the will of J K, of — aforesaid, deceased. And I do hereby certify, that the signature of the said E F, written and subscribed hereunder, is of the true and proper hand writing of the said E F, he having subscribed the same in the presence of these appearers, and also in my presence.

In testimony whereof, &c.

Of a Duplicate Protest.

I, L M, of —, notary public, do hereby certify and attest to all whom it may concern, that the above and before written is a duplicate or true copy of a certain instrument of protest, made before me, and taken and subscribed from my Registry of all notarial acts by and before me sped and done, in book marked —, in fol. —

In witness, &c.

Of the signature of a Chief Magistrate.

I, L M, of —, notary public, do hereby certify and attest to all whom it may concern, that the signature of A B, mayor, at the foot of the foregoing affidavit, is of the own proper writing of the honorable A B, mayor of this city, in whose presence oath was this day administered in due form of law to C D, the deponent named in the said affidavit, and who signed the same in my presence ; therefore full faith and credit ought to be given thereto in Court and thereout. At —, this — day of —

Certificate of an Account.

I, L M, of —, notary public, do hereby certify and attest to all whom it may concern, that the account hereunto annexed is a true and faithful extract from the book called the ledger of Mr. A B, of —, I, the said notary, having this day collated the same, and found the said account to agree in every respect with the said ledger ; act whereof being required of me, the said notary, I have granted these presents, under my notarial form and seal of office, to serve and avail as occasion shall or may require. Done at —, this — day of —, &c.

Of signatures to a Policy of Insurance.

I, L M, of —, notary public, do hereby certify and attest to all whom it may concern, that on this

— day of —, in the year of our Lord —, personally came and appeared Mr. A B, of the said —, merchant, who produced to me, the said notary, a policy of insurance, wherein I saw and read that the said A B, did on the — day of —, now last past, and as well in his own name, as for and in the name and names of all and every other person to whom the same did, might or should appertain, in part or in all, make assurance, and cause himself and them and every of them to be insured, lost or not lost, at and from — to —, in the sum of —, upon any kind of goods and merchandize whatsoever, loaded or to be laden on board the good ship or vessel called —, whereof — was master. And I do further certify, that at the foot of the said policy of insurance, so produced to me, the said notary as aforesaid, was written C D, per received — day of —, E F, per received — day of —. Of which acts

Of Merchants to the signature of a Notary.

We, the undersigned, public merchants of this — of —, do hereby certify and attest, that L M, who hath granted and signed the foregoing —, is a public notary of —. and that to all acts and instruments thus by him signed full faith and credit are and ought to be given in Court and thereout. Dated at —, this — day of —, in the year, &c.

PROTESTS.

Protest against the Seas.

By this public instrument of protest, &c. that on &c. before me, J B, notary public, &c. personally came and appeared A B, master of the ship or vessel called the —, of the burthen of — tons or there-

abouts, belonging to the port of —, and C D, first mate of the said ship ; who severally declared that the said ship or vessel being laden with —, on the — day of — last past, they, the said appearers set sail, on board the said ship, from — in —, bound directly to this port of — ; and that the said ship in the prosecution of her said voyage, on the — day of the said month of —, was overtaken by a violent storm and gale of wind, &c. (*as the case may be*) in which she shipped very great seas, the water making free passage over the said ship ; and that on the — day of the said month, the said storm continuing, the sea broke away one of the dead-lights, which was lost, and the said ship was obliged to get before the wind until another dead-light was fixed ; after which the said ship proceeded to this port of —, and made land on the — day of — instant, the wind being — and —, and afterwards made the best of her way for —, where she arrived and moored at —, on the — day of — instant, at — o'clock in —. And the said appearers did further severally declare, that the said ship, at the time of her departure from — aforesaid, upon the said intended voyage, was tight, staunch, and strong, and had her hatches well and sufficiently caulked and covered, and was well and sufficiently manned, provided, and furnished with all things needful and necessary for the said voyage ; and that during the said voyage, the appearers and ship's company used their utmost endeavors to preserve the said ship, and the goods of her loading from damage : And therefore the said A B, did declare and protest, as by these presents he does solemnly protest, against all and every person or persons whom it shall or may concern ; and does declare, that all damages, losses, and detriments that have happened to the said ship and the goods of her loading, are and ought to be borne by the merchants and freighters interested, or whomsoever else it shall or may concern, (*by way of average or otherwise,*) the same having oc-

curred as before mentioned, and not by or through the insufficiency of the said ship, or neglect of the said appearer, his officers, or any of his mariners.

Of all which act, &c.

Entry of Protest.

K L, master of the ship or vessel called the —, of the burthen of — tons or thereabouts, laden with —, sailed from — on the — day of — last, and put into — on the — day of —, also last past, where he was wind bound until the — day of the said month of —, when he again set sail and arrived at her moorings off —, in the river (*or harbor*) of —, this — day of —, 18—, but fearing damage, enters his protest accordingly.

Another.

K L, master of the ship or vessel called the —, of the burthen of — tons, or thereabouts, laden with —, sailed from — on the — day of —, now last past, and arrived at her moorings at —, in the harbor of —, the — day of this present month of —, but fearing damage, enters his protest accordingly. Dated the — day of —, 18—.

Protest of an Inland Bill of Exchange.

(*Here copy the bill.*)

On this — day of —, in the year —, at the request of A B, of —, and bearer of the original bill of exchange, whereof a true copy is above written, I, L M, of the said town of —, notary public, &c. went to C D, on whom the said bill is drawn, and to whom I presented the same and demanded payment thereof, to which he answered that, &c. Therefore, I, the said notary, do hereby, in presence of the witnesses hereunder written, protest the said bill.

Dated, &c.

AFFIDAVITS.

Affidavit of the due execution of a Procuration or Letter of Attorney, made before a Justice of the Peace.

A B, of, &c. makes oath and says, that he was present and did see E F, of &c. duly sign, seal, and as his act and deed deliver, the procuration or letter of attorney hereunto annexed; and that the name E F subscribed against the seal of the said procuration or letter of attorney, is of the proper hand-writing of the said E F, and the names of this deponent, and of J M, subscribed to the said procuration or letter of attorney, as witnesses to the due execution thereof, are of this deponent's and of the said J M's own proper respective hand-writing.

Sworn, &c.

Affidavit of the Truth of a Protest.

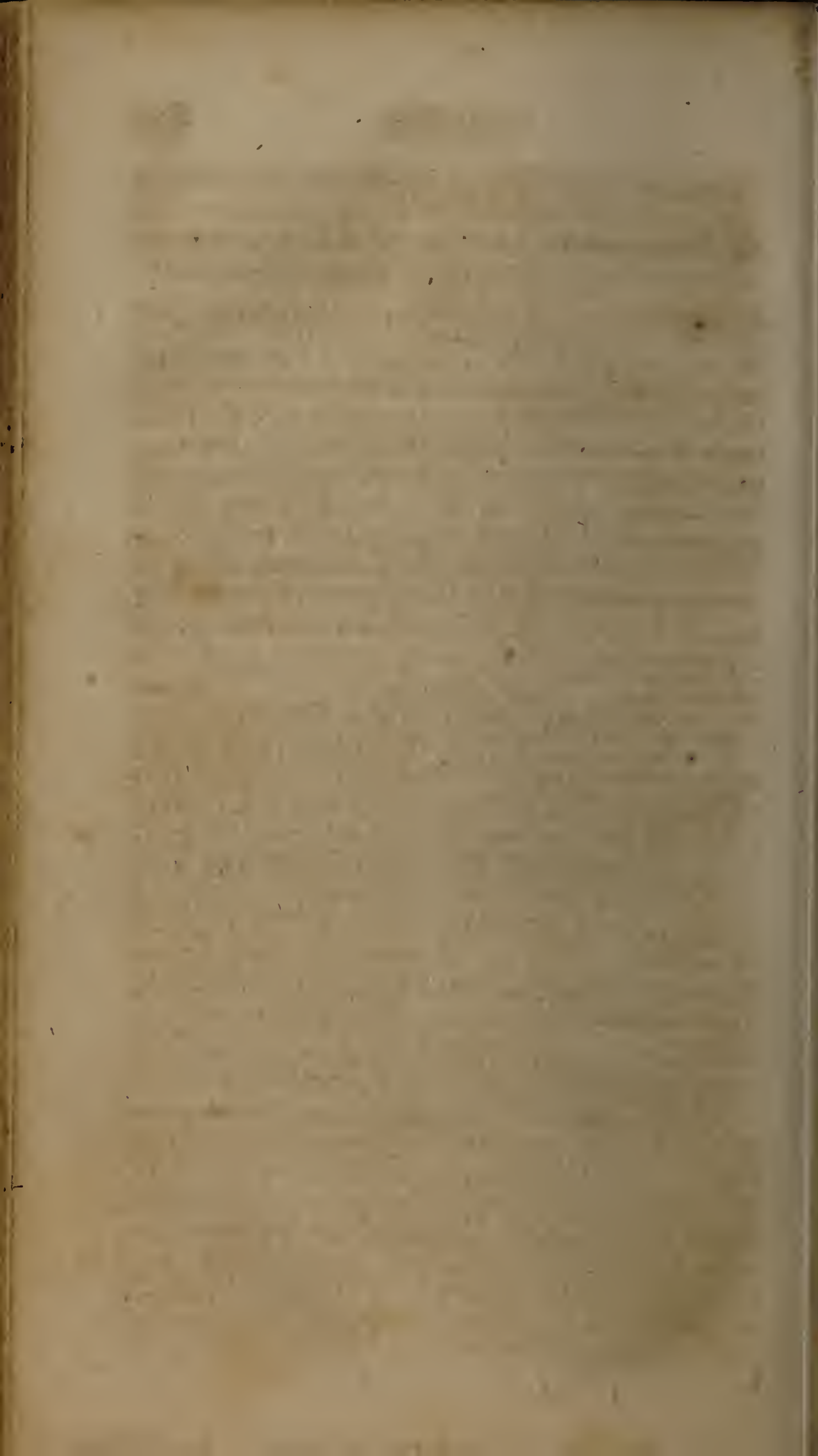
C—, ss. A B, master, C D, mate, and E F, second mate (*as the case may be*) of the ship or vessel called —, being severally duly sworn, do severally make oath and say, that the instrument of protest hereunto annexed, has been clearly and distinctively read over to them these deponents; and that the several matters and things therein contained are right and true in all respects as the same are therein particularly alleged, declared and set forth.

Sworn, &c.

Affidavit of Copies of Papers.

C—, ss. A B, of, &c. maketh oath and saith that he hath carefully examined and found the annexed writings in — pages, to agree with, and to be copies and extracts from sundry original letters signed by C D, E F, & Co. of, &c. one purporting to be, &c. and also of sundry original accounts between the said C D, signed by the said D; all which original papers are now produced.

Sworn, &c.



TARIFF

Of Duties on Importations by American Vessels, into the United States,

AS AMENDED BY ACT OF CONGRESS, PASSED MAY 22, 1824.

A		
Absynth, oil of	15 per cent.	Annato - - - 12 1-2 pr c.
Acetic Acid or distilled Vinegar	15 per cent.	Anniseed, (a liquor, and oil of)
Acetite of Lead, or White Lead,	15 per cent.	Anniseed, (seeds) 15 per cent.
dry or ground in oil, 4 c. per lb.		Anthos, oil of - 30 per cent.
Acid, Benzoic	15 per cent.	Antimony, regulus of free
Muriatic	12 1-2 do.	Tartrite of 15 pr cent.
Sulphuric	12 1-2 do.	all medical prepara-
Acorns - - -	15 per cent.	tions of 15 per cent.
Adzes - - -	25 per cent.	Antique Oil - 30 per cent.
Agates (precious stones)	12 1-2 do.	Antiquities, all collections of, spe-
Alabaster ornaments, or any manu-		cially imported, &c. See <i>Appa-</i>
factures of Alabaster, not speci-		<i>ratus</i> - - - free
ally imported as described under		Antiquities not specially imported
the head of <i>Apparatus</i> , 15 prct.		as above, pay a duty according
Alcornoque bark -	15 per cent.	to what they are made of.
Ale, in bottles.—No duty is charg-		Anvils - - - 2 c. pr lb.
ed on the bottles. The common		Apparatus, Philosophical; instru-
size bottles are estimated at the		ments, books, maps, charts, busts,
Custom-House to contain 2 2-3		casts, paintings, drawings, engra-
gallon per doz. and 10 per cent.		vings, specimens of sculpture,
is deducted for breakage, before		cabinets of coins, gems, medals,
casting the duty. The duty is		and all other collections of an-
20 c. per gall.		tiquities, statuary, modelling,
Imported otherwise than in bot-		etching or engraving, specially
tles - - -	15 c. per gall.	imported for the benefit of schools
Almonds - - -	3 c. per lb.	and colleges, and for the use of
Almond paste - -	30 per cent.	any society, incorporated for phi-
Almond oil - - -	15 do.	losophical or literary purposes or
Aloes - - -	15 do.	for the encouragement of the fine
Alum - - -	\$2,50 per cwt.	arts, or by order and for the use
Amber (precious stone)	12 1-2 pr.c.	of any seminary of learning free
Ambergris - - -	15 per cent.	If not for special use as above,
Amethyst - - -	12 1-2 per cent.	the duty for the articles not spe-
Ammonia, salts of, & volatile	15 "	cially named, will be according
Ammoniac Gum -	15 per cent.	to the materials they are com-
Anatomical preparations	free	posed of.
Anchors, iron - -	2 c. per lb.	Apparel, wearing and other person-
Anchovies, imported as usual in		al baggage in actual use, and the
kegs - - -	30 per cent.	implements of trade of persons
Angelica root - -	15 do.	arriving in the U. S. free
Angora Goats Wool or Hair	free	Apples, pine - 15 per cent.
Animals imported for breed	do.	Aquafortis - 12 1-2 do.
not imported for breed,		Arabic, gum - 12 1-2 do.
whether dead or alive, if		Argol - - - 12 1-2 do.
not enumerated	15 pr ct.	Armenian stone or bole Armenian
Animal Oil not otherwise enumer-		15 per cent.
ated - - -	15 per cent.	Arms, fire and side, not otherwise
		enumerated 30 per cent

Arnato - - -	12 1-2 per cent.	Beans - - -	15 per cent.
Arrack - - -	15 per cent.	castor - - -	15 per cent.
Arrow Root - -	15 do.	Bears oil - - -	15 do.
Arsenic - - -	15 do.	Beaver - - -	free
Articles of the growth, produce or manufacture of the U. S. or their territories and of their fisheries	free	Bedticking - - -	25 per cent.
For the use of the U. S.	do.	Beef, salted, dried or smoked or jerk - - -	2 c. per lb.
Not enumerated	15 per cent.	Beer, imported in bottles	20 c. gal.
Artificial flowers	30 per cent.	otherwise than in bottles	15 c. per gall.
Ashes, pot, pearl and common	15 per cent.	N. B. for size of bottles, &c.	see <i>Ale</i> .
Assafoetida - -	15 do.	Bees Wax, white or bleached	15 per cent.
Augers - - -	25 do.	Bellows - - -	30 do.
Axes - - -	25 do.	Bells - - -	25 do.
B		Belts for swords, with gold or silver thread wove in with the silk or other materials	20 per cent.
Bacon	3 c per lb.	embroidered with the needle, with gold or silver thread, this forming the material of chief value	12 1-2 per cent.
Baggage, personal, in actual use, of persons arriving in U. S.	free	Benzoic acid, or flor or flower benzoin - - -	15 per cent.
Bagging, cotton	33-4 c. pr sq. yd.	Benzoin gum - - -	15 do.
Bags See materials they are made of.		Bergamot, and oil or essence of	30 per cent.
Bags in which sugar, coffee, salt or any like article is usually imported, if full	free	Berries, juniper - - -	15 do.
linen, empty	25 per cent.	yellow, for dying	12 1-2 do.
grass & gunny, empty	15 do.	Billiard balls (ivory or bone)	15 per cent.
Balls, billiard, ivory & bone	15 do.	Bismuth - - -	15 do.
Balsams, medicinal as well as cosmetic - - -	30 per cent.	oxide of	15 do.
Bamboos - - -	free	Black, Frankfort	15 do.
Barley - - -	15 per cent.	ivory and lamp	15 do.
Bar Iron, manufactured by rolling	3 c. per lb.	Black lead - - -	15 do.
without rolling	90 c. pr cwt.	Black glass bottles—see <i>Bottles</i> .	
Bar Lead - - -	2 c. per lb.	Blacking - - -	15 per ct.
Bais, brass (this means nothing but pigs of a better shape)	free	Blankets, of wool - - -	25 “
Bars, tin - - -	do.	of cotton	25 “
Bark, alcarnoque, winter or canella alba, Cascarilla and Peruvian	15 per cent.	Block tin - - -	free.
Bark of the cork tree or any other tree except medicinal, unmanufactured - - -	free	Blondes silk lace	12 1-2 per ct.
of the tree, manufactures of, such as Madrass Handkfs.	15 per cent.	Blue, Prussian - - -	20 “
Barilla - - -	free	pots - - -	15 “
Barytes - - -	15 per cent.	vitriol - - -	4 c. per lb.
Baskets, of palm leaf or any other baskets made as usual	30 pr ct.	Bodkins, of ivory or bone	15 pr ct.
Basket-Carriages for children	30 per cent.	of silver - - -	12 1-2 “
Battledores - -	15 per cent.	of steel - - -	25 “
Beads, of glass. See <i>Glass</i> .		Bole Armenian - - -	15 per cent.
of precious stones	12 1-2 p.c.	Bolt Iron See Iron.	
of other materials, see that material.		Bolting cloths - - -	15 per cent.
		Bolts, copper or comp.	4 c. pr lb.
		Bombazetts - - -	25 per cent.
		Bone, whale and manufactures of whale-bone not enumerated	15 per cent.
		Bone, manufactures of, not enumerated	15 per cent.

Bonnets or hats, Leghorn, and of straw, chip or grass	50 pr cent.	Brimstone or Sulphur whether crude, in rolls or flour sulphur	free
N. B. 50 pr cent. duty on \$1 per hat or bonnet is to be charged on such as do not, with the addition of 10 per cent. to the invoice, come up to \$1 each.		Bristles - - -	3 c per lb.
Books, specially imported, &c. See Apparatus.		Bristol brick - -	15 per cent.
printed previously to 1775, and in other languages than the English (except latin and greek,) - -	4 c. per vol.	stones - -	12 1-2 do.
in latin and greek, when bound	15 c. per lb.	Bronze, that is articles not enumerated, manufactured from bronze	25 per cent.
do. do. not bound	13 c. per lb.	Brooms - - -	30 do.
all others, when bound	30 c. per lb.	Brown, Spanish, considered as dry ochre - - -	1 c. per lb.
do. when in sheets or boards	26 c. per lb.	Brushes - - -	30 per cent.
Boots, laced, or bootees	\$1,50 pair	Buckles - - -	20 do.
Borax - - -	15 per cent.	Building Stones - -	15 do.
Botany, specimens of - -	free	Bullion - - -	free
Bottles, blk. quart glass	\$2 pr gro.	Burlaps - - -	15 per cent.
do. over 1 and not exceeding 2 qrts.	\$2,50 pr gro.	Burr Stones, unwrought	free
do. over 2 qts. and not exceeding 1 gal.	\$3 pr gro.	Busts, specially imported, &c. See Apparatus - - -	free
Boxwood, unmanufactured	free	not specially imported as above, pay according to the materials they are made of.	
Brads, not exceeding 16 oz. per M.	5 c. per M.	Butter - - -	5 c. per lb.
exceeding 16 oz. per M.	5 c. per lb.	Button-Moulds - -	20 per cent.
Braids for making hats and bonnets - - -	50 per cent.	Buttons - - -	20 do.
Bran - - -	15 do.	Buttons, pearl - -	20 do.
Brandy, 1st & 2d prf.	38 c. pr gal.	Butts, hinges of all kinds	25 do.
3d proof	42 do.	C	
4th do.	48 do.	Cabinets of coins, specially imported—see Apparatus, free.	
Brandy Fruits, that is, fruits preserved in brandy	30 per cent.	Not specially imported as above, if gold or silver, free.	
Brass, manufactures of all kinds of or of which brass is a component material, not otherwise specified - - -	25 per cent.	Not specially imported as above, if copper, 25 per ct.	
Brass Nails - - -	4 c. per lb.	Cabinet wares	30 do.
in pigs - - -	free	Cables, tarred - -	4 c. per lb.
in bars, that is in pigs of a better shape - -	free	Iron, or chains, or parts thereof, 3 c. do.	
old, fit only to be remanufactured - - -	free	N. B.—No drawback is allowed on the exportation of iron cables, or parts thereof.	
Brazil pebbles prepared for spectacles - - -	12 1-2 per cent.	Calimancoes - - -	25 per ct.
Brazil and Brazilletto wood	free	Calaminaris, lapis - -	free.
Bricks - - -	15 per cent.	Calf skins, dry, salted or pickled, untanned, - - -	free.
Bridles - - -	30 per cent.	tanned, - - -	30 per ct.
		Calicoes—see cotton manufactures.	
		Calomel, - - -	15 per ct.
		Cambrics, cotton—see cotton manufactures.	
		linen - - -	25 per ct.
		Camel's hair, - - -	free.
		Camlets, - - -	25 per ct.
		Camomile flowers, - -	15 "
		Camphor, refined, - -	12 c. per lb.
		crude, - - -	8 c. "
		Camwood, - - -	free
		Canary seed, - - -	15 per ct.

Candles, tallow	5 c. per lb.	Castor oil,	40 c. per gal.
spermaceti,	8 c. "	Castors, (for the table) according	
wax,	6 c. "	to the material of chief value	
Candlesticks—see manufactures		they are made of.	
of the material they are made of.		Castorum,	15 per ct.
Canella alba, or winter's bark,		Casts, specially imported, &c.—see	
	15 per cent.	Apparatus.	
Canes, or walking sticks, 30	"	Not specially imported as	
Cannon, of cast iron	1 c. per lb.	above, pay according to the	
of brass	25 per ct.	material of chief value they	
Cantharides	15 "	are made of.	
Canton crapes—see silk.		Catechu or terra japonica,	
Canvass carpets, (flax)			15 per ct.
	20 c. per sq. yd.	Caigut,	15 "
Capers,	30 per ct.	Caustic, common, or la-	
Caps or hats, of fur, lea-		pis infernalis,	15 "
ther or silk,	30 "	Lunar or ni-	
of chip or straw,	50 "	trate of silver,	15 "
of wool,	30 "	Cayenne pepper,	15 c. per lb.
Caps for women,	30 "	Celtze, or celtzer water,	15 per ct.
Caraway, oil of	30 "	Cement, Roman	15 "
seed,	15 "	Ceruse or acetite of lead, or white	
Carbonate of magnesia		lead, dry or ground in oil,	
and of soda,	15 "		4 c. per lb.
Cardamon, or cardamon		Chain cables and parts	
seed,	15 "	thereof,	3 c. "
Cardamum, cardamo-		N. B.—No drawback is allowed	
mum, and do. seed,	15 "	on the exportation of this article.	
Cards, playing	30 c. per pack.	Chairs	30 per ct.
visiting	30 per ct.	Chalk, red (not Spanish	
Carmine,	15 "	brown) and white	15 "
Carpets and carpeting, Brussels,		Chamomile flowers	15 "
Turkey & Wilton,		Charts, specially imported, &c.—	
	50 c. per sq. yd.	see Apparatus,	free
Venetian and ingrain,		not specially imported as	
	25 c. per sq. yd.	above	15 per ct.
all other kinds of, made		Cheese	9 c. per lb.
of wool, flax, hemp or		Chemical Salts not otherwise enu-	
cotton, or parts of either,		merated	15 per ct.
	20 c. per sq. yd.	preparations, not other-	
of oil cloth,	30 per ct.	wise specified	15 per ct.
all other kinds of, made		Cheroots or Indiacigars	10 c. pr. lb.
of tow, flags, or any		Cherry Rum	15 per ct.
other material,	30 pr. ct.	Chesnuds	15 "
Carriages, of all kinds		China Silks (till Jan. 1,	
and parts thereof,	30 "	1825)	15 "
Carui, oil of	30 "	after that time	25 "
Cascarilla bark,	15 "	ware	20 "
Cashmere shawls and		Chinese, Cassia	6 c. per lb.
gown patterns,	25 "	Chissels	25 per ct.
gowns, ready made	30 "	Chocolate	4 c. per lb.
Cassia, Chinese	6 c. per lb.	Ciar rope	5 c. "
Sumatra and Calcutta,		Cicuta or Hemlock	15 per ct.
	6 c. per lb.	Cigars	\$2 50 per M.
oil of	15 per ct.	Cinchona or Peruvian bark	
Cast iron vessels, not otherwise			15 per ct.
specified	1 1-2 c. per lb.	Cinnamon	25 c. per lb.
Castings of iron not oth-		oil of	15 per ct.
erwise specified,	1 c. pr. lb.	Citron	15 "
Castor beans,	15 pr. ct.	Clay, unwrought	free

Clocks - - -	15 per ct.	Copper in plates, suited to the sheathing of ships, that is sheet copper, about 14 by 48 inches, and weighing 14 to 34 oz. per sq. foot - - -	free
Clothing, ready made - - -	30 "	Copper, old, fit only to be re-manufactured - - -	free
in actual use of persons arriving in the U. S. free		Copper bottoms, cut round, and copper bottoms raised to the edge, still bottoms and parts thereof - - -	15 per ct.
Cloths, see manufactures of the materials they are made of.		Copper in plates or sheets, weighing more than 40 oz. per square ft. commonly called brazier's copper - - -	15 per ct.
Cloths, that is oil-cloths of all descriptions, and painted floor-cloths - - -	30 per ct.	Copper plates to engrave on - - -	15 do.
Cloves - - -	25 c. per lb.	Copper, sulphate of - - -	12 1-2 do.
oil of - - -	15 per ct.	Copper, all vessels of - - -	35 do.
Coaches - - -	30 "	Copperas - - -	\$2 per cwt.
Coach-furniture - - -	25 "	Coral - - -	15 per cent.
Coach-laces - - -	35 per cent	Cordage, tarred - - -	4 c. per lb.
Coal - 6 c. per heaped bushel.		untarred - - -	5 c. do.
Cochineal - - -	12 1-2 per ct.	Cordials - - -	15 per cent.
Cocoa - - -	2 c. per lb.	Cork, that is the bark of the cork tree unmanufactured - - -	free
Cocoa nuts - - -	15 per ct.	Corks - - -	12 c. per lb.
shells - - -	15 "	Corn of all kinds - - -	15 do.
Coffee - - -	5 c. per lb.	Cornelian Stones - - -	12 1-2 do.
Coin, gold or silver - - -	free.	Corrosive Sublimate - - -	15 do.
copper - - -	25 per ct.	Cosmetics - - -	30 do.
Coins, cabinets of, specially imported, see Apparatus, free.		Cotton - - -	3 c. per lb.
cabinets of, not specially imported as above, if copper - - -	25 per ct.	Cotton bagging 3 3-4 c. pr sq. yd.	
Coir rope - - -	5 c. per lb.	Cotton, all manufactures of, or of which cotton is a component material not otherwise specified - - -	25 per cent.
Colcother, a kind of Spanish brown, or ochre, dry 1 c. per lb. ground in oil - - -	1 1-2 c. "	N. B. 25 per cent. duty on 30 c. per sq. yd. is to be charged on such cotton cloth (nankeens direct from China excepted) as does not with the addition of 20 per cent. to the Invoice, if imported from the Cape of Good Hope or places beyond it; and of 10 per cent. if from any other place, come up to 30 c. per sq. yd. that is, the lowest rate of duty is 7 1-2 c. per square yard.	
Cold cream, (a perfumed cosmetic) - - -	30 per ct.	Also N. B. Unbleached and uncolored cotton twist, yarn or thread, the original cost of which shall be less than 60 c. per lb. shall be charged with a duty as if it cost 60 c. per lb.; and all bleached and colored cotton yarn, twist or thread, the original cost of which shall be less than 75 c. per lb. shall be charged with a duty as if it cost 75 c. per lb.	
Collections of antiquities—see Apparatus.			
Colocynth or colocintida - - -	15 p. c.		
Cologne water - - -	30 "		
Colors, water, not specified - - -	15 "		
Columbo root - - -	15 "		
Combs, iron or steel - - -	25 "		
ivory, shell or horn - - -	15 "		
Comfits or sweetmeats preserved in sugar or brandy - - -	30 per ct.		
Compasses - - -	25 "		
Composition rods, bolts, spikes or nails - - -	4 ct. per lb.		
Coney wool for hatter's use - - -	free.		
Confectionary, preserved in sugar or brandy - - -	30 per ct.		
Copal, gum - - -	15 "		
Copper rods, bolts, spikes or nails - - -	4 c. per lb.		
Copper, all manufactures of, or of which copper is the material of chief value, not otherwise specified - - -	25 per ct.		
imported for the use of the mint - - -	free.		
in pigs - - -	"		
in bars, that is pigs of a better shape - - -	free.		

Court Plaister -	5 per ct.	See Apparatus -	free
Cowage or Dolicos	15 do.	Engravings not specially imported	
Cranks, mill, wrot. iron	4 c. pr lb.	as above -	25 per cent.
Crapes.—See Silk.		Epaulettes, and Wings (a kind of	
Crayons	15 per cent.	epaulettes)	12 1-2 per ct.
Cream Tartar -	12 1-2 pr cent.	Sergeants Knots of wool, cot-	
Crucibles -	25 per cent.	ton, or silk—see manufact-	
Crude or Red Tartar	12 1-2 pr ct.	ures of the materials they	
Crystals.—See Glass.		are made of.	
Cudbear -	12 1-2 do.	Epsom Salts -	4 c. per lb.
Cummin Seed -	15 do.	Essences, Burgamot	
Curcuma -	12 1-2 do.	Lavender	} and other essen- ces used as per- fumes 30 per cent.
Currants -	3 c. per lb.	Orange	
Cut Glass, all wares of, not other-		Roses, otto	
wise specified -	3 c. pr lb.	of roses	
and in addition thereto an ad		Rosemary	
valorem duty of	30 per cent.	Thyme	
Cutlery -	20 do.	Essences not used as perfumes—	
D		See Oils -	15 per cent.
Damasks.—See manufactures of		Etching or engraving specially im-	
the material they are made of.		ported, &c. See Apparatus	free
Dates -	15 per cent.	Etching not specially imported as	
Demijohns -	25 c. each	above -	15 per cent.
Diapers -	25 per cent.	Ether, sulphuric -	15 "
Dice, ivory or bone	15 do.	F	
Distilled Vinegar -	15 per cent.	Fans -	30 per cent.
Diuretic, Sal -	15 per cent.	Feathers, ornamental, manufactu-	
Dolicos or Cowage	15 "	red or unmanufactured	30 pr ct.
Dolls, dress'd or undress'd	30 "	Feathers for beds -	15 pr ct.
Down of all kinds	15 per cent.	Felt, patent adhesive, for covering	
Dragon's blood -	15 "	ship's bottoms (until June 30,	
Drawing Pencils -	30 "	1826)	free
Drawings, specially imported, &c.		after that time	12 1-2 pr ct.
See Apparatus -	free	Fennel, and oil of	15 per cent.
Drawings not specially imported as		Fiddles, of wood	30 "
above -	15 per cent.	Figs -	3 c. per lb.
Drugs, dying, not subject to other		Filberts -	15 per cent.
rates of duty	12 1-2 per cent.	Fire arms, not otherwise specified	
Drugs, medicinal, not subject to			30 per cent.
other rates of duty	15 pr ct.	Fire Crackers -	15 "
Duck, sail -	15 "	Fish, cod, haddock, pollock. dried	
Dutch Pink -	15 "	or salted; & other foreign caught,	
Dye Woods -	free	not enumerated	\$1 per cwt.
Dying drugs and materials for com-		Fish, Herring, smoked	15 pr ct.
posing dyes, not subject to other		Mackerel -	\$1,50 pr. bbl.
rates of duty	12 1-2 per cent.	Salmon, pickled or dry salted	
E			\$2 per bbl.
Earthen Ware	20 per cent.	Salmon, smoked	15 per ct.
Elephants Teeth	15 "	all other pickled	\$1 per bbl.
Embroidery, done with a needle,		Fish Glue, called isinglass	15 pr ct.
and with thread of gold or		Fishing nets -	5 c. per lb.
silver -	12 1-2 pr ct.	Flags, that is mats of grass or flags	
not done with a needle; or if			30 per cent.
done with a needle, but with		Flat Irons -	1 c pr lb.
silk, thread or chinelle, &c.		Flats for making hats and bonnets	
See Silk.			50 per cent.
Emery -	15 per cent.	Flax -	15 "
Emetic, that is tartaremetic	15 "	Flax, all manufactures of, not oth-	
Enamel -	15 per cent.	erwise specified	25 per cent.
Engravings, specially imported, &c.		Flies, Span. or cantharides	15 pr ct.

Flints - - -	15 per cent	Glass, black bottles.—See bottles	
Floor cloths, painted	30 per cent	All wares of cut glass, not specified	3 c. pr. lb.
Flor, benzoin and chamomile,	15 per cent	& in addition thereto an ad valorem duty of 30 p.c.	
Flour, wheat - -	50 c per cwt.	All other articles of glass, not specified	2 c. per lb.
Flour, sulphur - -	free	and in addition thereto an ad valorem duty of	20 per cent
Flowers, artificial	30 per cent.	Vials.—See Vials.	
benzoin chamomile and		Window, see window glass	
mash mallows	15 pr ct.	Glauber salts - -	2 c. per lb.
Flutes, of wood - -	30 "	Globes - - -	15 per cent
of ivory or bone	15 "	Gloves, leather of all kinds,	30 per cent
Foreign, caught Fish—See Fish.		other kinds of.—see manufactures of the material they are made of.	
Frames for umbrellas and parasols - - -	30 per cent	Glue, (other than fish glue called isinglass)	5 c. per lb.
Frankfort Black - -	15 "	Goats' hair or wool	free
Frankincense - -	15 "	skins in the hair	"
French Green - -	15 "	do. tanned	30 per cent
Fringes.—See manufactures of the material they are made of.		Gold, articles composed of, or chiefly of gold, silver, pearl and precious stones	12 1-2 per cent
Frocks, Guernsey - -	30 per cent	coin - - -	free
Fruits preserved in brandy, in sugar, or pickled, not otherwise specified - -	30 per cent	lace - - -	12 1-2 per ct.
Fruits of all kinds not specified, & not preserved in sugar or brandy, nor pickled, and not used principally in dying	15 per cent	leaf - - -	15 "
Furniture, that is coach and harness furniture	25 per cent	watches - -	12 1-2 per ct.
Furs, undressed, of all kinds	free	Gowns, cashmere, ready made	30 per cent
dressed (other than hats or caps) - -	15 per cent	not made up, called cashmere gown patterns,	25 per cent
Fur hats or caps	30 per cent	Grapes - - -	15 "
Fustic - - -	free	Grass, that is mats of grass, or flags,	30 per cent
G		ropes	5 cents per lb.
Galbanum gum	15 p. c.	Green, French, mineral and olympian	15 per cent
Gallengal, or gallengal root	15 "	Grindstones	15 "
Galloons.—See manufactures of the materials they are made of.		Guava jelly	30 "
Galls, nut - - -	12 1-2 p. c.	Guernsey Frocks	30 "
Gamboge gum - -	15 per cent	Guaiac, or guaiacum gum	15 per ct.
Garden seeds - -	15 "	Guitars, of wood	30 per cent
Garnets, a prec. stone,	12 1-2 p. c.	Gum, aloes and ammoniac	15 per cent
Gauze.—See silk		arabic	12 1-2 per cent
Gems, specially imported, &c.—See Apparatus	free	Assafoetida, benzoin, camphor, copal, dragons blood, elastic, galbanum, gamboge, guaiac or guaiacum; kino, lac, manna, mastic, myrrh, sandarac, scamony; shellac, thus, and tragacanth	15 per cent
not specially imported as above	12 1-2 per cent		
Gentian or gentian root	15 p. c.		
Gilt wares of all kinds	25 "		
Gin, 1st proof,	42 c. pr. gal.		
2d do.	45 "		
3d do.	48 "		
4th do.	52 "		
Gin cases - - -	20 per cent		
Ginger - - -	2 c. per lb.		
Ginseng - - -	15 per cent		
Girandoles or candlesticks, with branches made of metal as usual - - -	25 per cent		

Gum, Senegal	12 1-2 per cent	Hour glasses—see <i>glass</i> .
Gunnies, or gunny bags	15 pr ct.	Hyacinth - - - 15 per ct.
Gunpowder	3 c per lb.	I
Gypsum or Plaster Paris	free	Iceland moss - - 15 do.
H		Implements of trade of persons
Hair, angora, goats or camels, free.		arriving in the U. States free.
horse or any other not enumerated, and which may not pass as "undressed furs used entirely for the manufacture of hats" - - -	15 per ct.	India rubber - - 15 per ct.
Hair cloth - - -	30 do.	Indigo - - - 15 c. per lb.
powder - - -	15 do.	Ink, China, powder, for printing or writing, or indelible 15 p. c.
seating - - -	30 do.	Instruments, specially imported—see <i>Apparatus</i> , free.
Half-hose—see manufactures of the material they are made of.		not specially imported as above, pay according to the material of chief value they are made of.
Hammers, blacksmiths' 2 1-2 c. p. lb.		Inventions, that is models of machinery & other inventions free.
Hams and other bacon	3 do.	Ipicac or ipicacuhana 15 per ct.
Hangings, paper - - -	40 per ct.	Iris root - - - 15 do.
Hard ware, all articles of, not otherwise specified,	25 per ct.	Iron, anchors and anvils 2 c. p. lb.
Hares' hair - - -	free.	cables or chains, and parts of 3 c. per lb.
Harness - - -	30 per ct.	N. B.—No drawback is allowed on iron cables or parts thereof, on the exportation of the same.
Harness furniture	25 do.	Iron, in bars or bolts, not manufactured, in whole or in part, by rolling, that is Russia and Swedes iron 90 c. per 112 lbs.
Harp - - -	30 do.	round iron, or braziers' rods, of 3-16ths to 8-16ths of an inch diameter, inclusive 3 c. per lb.
Hartshorn - - -	15 do.	in nail or spike rods, slit 3 c. per lb.
Hatchets - - -	25 do.	in sheets, & hoop iron 3 c. p. lb.
Hat covers of oil-cloth	15 do.	slit or rolled for casement rods, for band iron and scroll iron 3 c. per lb.
Hats, Leghorn. See bonnets.		N. B.—Iron in bars and bolts, is universally manufactured by rolling, in G. Britain.
of fur - - -	30 do.	Iron spikes - - - 4 c. per lb.
of leather - - -	30 do.	nails, cut or wrought 5 c. p. lb.
of other material	30 do.	old - - - 15 per ct.
Hautboys - - -	30 do.	tacks, brads and sprigs, not exceeding 16 oz. to the M. 5 c. per M.
Haversacks of leather	30 do.	exceeding 16 oz. to the M. 5 c. per lb.
Head dresses, that is, ornaments for head dresses	30 per ct.	wire or steel wire, not exceeding No. 18 5 c. per lb.
Hearth rugs - - -	30 do.	over No. 18 9 do.
Hellebore root - - -	15 do.	do. square, used in the manufacture of stretchers for Umbrellas - - 12 per ct.
Hemlock or cicuta	15 do.	Iron mill-cranks and mill irons, of wrought iron 4 c. per lb.
Hemp - - -	\$35 per ton.	
Hempen cloth, or of which hemp is a component material, not otherwise specified,	25 per ct.	
Hemp seed oil	25 c. per gal.	
Herrings—see <i>fish</i> .		
N. B.—Those in small kegs are reduced to bbls. and the duty cast accordingly.		
Hides of all kinds, in the hair, dry, salted or pickled - - -	free.	
Hobby horses,	30 per ct.	
Hollands Duck - - -	15 do.	
Hones - - -	15 do.	
Honey - - -	15 do.	
Hoops of iron - - -	3 c. per lb.	
Hops - - -	15 per ct.	
Horn plates, for lanthorns, and all horns and tips	15 per cent.	
Hose—see manufactures of the material they are made of.		

Iron, pig	50 c. per 112 lb.	Lead, super acetite of, or sugar of	15 per ct.
screws, weighing 25 lbs. and over	30 per cent.	in pigs, bars or sheets	2 c. per lb.
screws	30 do.	red lead, dry or ground in oil	4 c. per lb.
vessels of cast iron, not otherwise specified	1 1-2 c. p. lb.	white lead, or ceruse or acetite of lead, dry or ground in oil	4 c. per lb.
all other castings of, not otherwise specified	1 c. per lb.	Leaden shot	3 1-2 c. per lb.
Iron, all manufactures of, not otherwise specified, or of which iron is component material,	25 pr ct.	Lead, that is, black lead pencils	40 per ct.
Isinglass or ichthyolla or fish-glue	15 per ct.	Leaf, gold	15 do.
Isinglass or talc or mica	15 do.	silver	12 1-2 do.
Ivory, manufactured or not	15 p. c.	Leather and all manufactures of, or of which leather is the material of chief value, not otherwise enumerated	30 per ct.
Ivory black	15 do.	Leaves of trees of all kinds, not used principally for dying, and not enumerated	15 per ct.
J		Lees, that is wine lees	12 1-2 do.
Jalap	15 per ct.	Leghorns or Leghorn straws	50 per ct.
Japaned wares of all kinds	25 per ct.	Lemons and lemon juice	15 do.
Jar Raisins	4 c. per lb.	Lemon, oil or essence of	30 do.
Jasmine, oil of	30 per ct.	Lents	15 do.
Jerk Beef	2 c. per lb.	Levantines—see silks.	
Jewelry, real	12 1-2 per ct.	Lines and lime juice	15 do.
mock, if gilt or plated	15 per cent.	Lime	15 do.
mock, if not gilt or plated	25 per cent.	Lines	5 c. per lb.
Jostic or Jos' stick	15 do.	Linens, linen bags empty, and all manufactures of flax, excepting clothing ready made, and not enumerated	25 per ct.
Juice of lime or lemon	15 do.	Linseed oil	25 c. per gal.
Juniper, Juniper berries or oil of	15 per ct.	Lint	25 per ct.
Juniper	15 per ct.	Liquorice—paste, root or juice	15 per ct.
Junk, old	15 do.	Litharge	15 do.
K		Living Turtles	15 do.
Kaleidoscope—see glass.		Logwood	free
King's yellow	15 per ct.	Lump sugar	10 c. per lb.
Kino, gum	15 do.	Lunar caustic	15 per ct.
Knives, cutting, of iron and steel	30 per ct.	Lustrings—see silks.	
L		- M	
Lac-dye	12 1-2 per ct.	Macaroni	15 per ct.
Lace of gold or silver	12 1-2 pr. c.	Mace	\$1 per lb.
Laces, coach, of cotton or other material	25 per ct.	oil of	15 per ct.
all other kinds	12 1-2 do.	Machinery, that is models of machinery and other inventions free	
Laced boots or bootees	\$1 50 p. pr.	Mackerel	\$1 50 per bbl.
Lake paints	15 per ct.	Madder and madder root	12 1-2 per ct.
Lamp black	15 do.	Madras handkerchiefs and other manufactures of the bark of the tree	15 per ct.
Lantern leaves, or horn plates	15 per ct.	Magnesia or carbonate of magnesia	15 per ct.
Lapis calaminaris	free.		
infernalis	15 per ct.		
Lard	3 c. per lb.		
Lavender, oil of, & essence	30 pr c.		
dry flower of	15 do.		
Lead, all manufactures of, or of which lead is a component material, not otherwise specified	25 per ct.		

Mallets, wood	-	30	do.	Morocco skins	30	do.
Malt	-	15	do.	Moss, Iceland or any other	15	pr c
Manganese	-	15	do.	Mother of pearl	15	do.
Mangrove shells	-	15	do.	buttons	20	do.
Manna	-	15	do.	Moulds, that is button moulds	20	per ct
Manufactured tobacco, other than snuff and cigars	10 c	per lb.		Muffs and tippets	15	do.
Maps, specially imported—see <i>Apparatus</i> ,	-	free		Muriatic acid	12 1-2	do.
not specially imported as above	-	15	per ct.	Muscatel raisins	4	cts per lb
Marble, and all articles manufactured of it (if not specially imported as described under the head of <i>Apparatus</i>)	30	per ct.		Music, printed—see <i>books</i> .		
Mash mallows, flowers	15	do.		Musical Instruments, principally of wood	30	per ct.
Mastic	-	15	do.	N. B.—This includes organs, piano fortes and harps.		
Materials for composing dyes, not subject to other rates of duty	12 1-2	per ct.		Musk	15	per ct.
Mats of grass, flags, tow, or of any other material	30	per ct.		Muskets	\$1 50	per stand.
Medals, specially imported—see <i>Apparatus</i> ,	-	free		Muslins	25	per ct.
Medals, not specially imported as above, according to the material they are composed of.				Mustard	30	do.
Medicinal preparations of Anatomy	15	per ct.		Myrrh gum	15	do.
Medicinal preparations not otherwise enumerated	15	per ct.		N		
Mercury or quicksilver, and all preparations of	15	per ct.		Nails, copper or composition	4 c	lb.
Merino shawls—see <i>woollen manufactures</i> .				iron, cut or wrought	5 c	lb.
Mezereon root	15	per ct.		ornamental, that is brass with gilt or polished heads	25	per cent
Mica or talc	15	do.		Nankeens, whether white, blue, long yellow or short yellow	25	per cent
Milk of roses	30	do.		Natural history, specimens of	free	
Millinery of all sorts, not otherwise enumerated	30	per ct.		Neats-tongues, whether smoked or pickled	2 c	per lb.
Mill irons, wrought, and cranks	4 c	per lb.		Needles	20	per cent.
Mill saws	\$1	each		Nets	5 c	per lb.
Mill stones	15	per ct.		Newspapers, if in any quantity,	15	per cent.
Mineral green	15	do.		Nicaragua wood	free	
Mineralogy, specimens of	free			Nitrate of potash or saltpetre	3 c	lb.
Minium or red lead	4 c	per lb.		of silver or lunar caustic	15	per cent
Mint, that is copper in any shape, imported for the use of the mint	free			Nitre or nitric acid or saltpetre	3 c	per lb.
Mint or mint, oil of	15	per ct.		Noyeau, a liquor	15	per cent
Mock jewelry, if gilt or plated	25	per ct.		Nutgalls	12 1-2	per cent
Mock jewelry, if not gilt or plated	15	per ct.		Nutmegs	60 c	per lb.
Models of machinery, and other inventions	free			Nut oil	15	per cent
Molasses	5 c	per gal		Nuts, cocoa or any other nuts not enumerated and not used principally in dying	15	per cent
Moreens	25	per ct.		O.		
				Oakum	-	15 per cent
				Oats	-	10 c. per bushel.
				Ochre, dry	-	1 c. per lb.
				ground in oil	1 1-2	"
				Odours which are perfumes	30	per cent
				Oil cakes	-	15 "
				Oil cloths of every description	30	per cent
				Oil stone	-	15 per cent

Oil, sallad	30 per cent	P	
bears, palm-bean,		Pack Thread	5 c per lb.
ricini or palma christi	15 p. c.	Paint Brushes	30 per cent
castor	40 c. per gallon	Painted floor cloths	30 "
Linseed, rape seed, and hemp-		Paintings specially imported—See	
seed	25 c per gallon	Apparatus	free
spermaceti of foreign fisheries		not specially imported as	
	25 c. per gallon	above	15 per ct.
whale and other (not sperm)		Paints, carmine, Dutch pink,	
of foreign fisheries		Frankfort black, French green,	
	15 c. per gallon	ivory black, King's yellow, lakes	
olive, in casks,	25 c. per gal.	(not including lac lake,) lamp	
vitriol	3 c. per lb.	black, mineral green, olympian	
all other kinds of, used prin-		green, patent yellow, red chalk,	
cipally in dying	12 1-2 p. c.	rose pink, terra umbra and des-	
absynth or wormwood, al-		enna, and all other paints not	
monds, amber, animal, an-		enumerated and not used prin-	
niseed, cassia, cajeput, cin-		cipally as dying drugs or mate-	
namon, cloves, fennell, ju-		rials	15 per cent
niper, mace, minth or mint,		Paints which are mainly used as	
nutmegs, nuts, poppies, sa-		dying drugs or materials	
vin, and all essential oils,			12 1-2 per cent
not used principally as per-		Palm leaf hats and baskets	30 "
fumes	15 per cent	Pamphlets	26 c per lb.
anthos or rosemary, bergamot,		Pantaloons	30 per cent
carui or caraway, jasmine,		Paper, folio and quarto post, of all	
lavender, lemon, sweet mar-		kinds	20 c per lb
jorum, orange, origanum or		foolscap, and all drawing &	
thyme, roses or otto of roses,		writing paper	17 c per lb.
and all other essential oils,		printing, copperplate and	
used principally as per-		stainers	10 c per lb.
fumes	30 per cent	sheathing, binders and box	
Old iron	15 per cent	boards and wrapping	
junk	15 "		3 c per lb.
brass, copper or pewter, fit on-		Paper, all other	15 c per lb.
ly to be manufactured	free	Paper hangings	40 per ct.
Olive oil, in bottles or flasks		Parasols of whatever materials	
	30 c. per gallon	made	30 per c.
Olives	30 per cent	Parasol sticks, or frames for um-	
Olympian green	15 "	breilas or parasols	30 per ct.
Onions	15 "	Parchment	30 do.
Opium	15 "	Paris, white	1 c per lb.
Orange, oil of, or essence of		Pasteboard	30 per c.
	30 per cent	Pastel or woad	12 1-2 do.
Oranges & orange peel	15 "	Paste work	12 1-2 do.
Ore, metallic (if not specimens, &c.		Patent yellow	15 do.
see apparatus, or for ballast)		Peal, orange	15 do.
	15 per cent	Pearl, mother of	15 per ct.
Origanum, oil of	30 per cent	that is mother of pearl but-	
Ornaments for head dresses		tons	20 per ct.
	30 per cent	Pearls of all kinds, set or not set,	
Orris root,	15 "	and all articles composed wholly	
Ostrich plumes and feathers, man-		or chiefly of pearls	12 1-2 per ct.
ufactured or not	30 per cent	Pencils for drawings	30 do.
Otto of roses	30 per cent	Pencils, black lead	40 per cent
Oznaburgs	15 "	Pepper	8 cts per lb.
Oxidè of bismuth	15 "	Cayenne	15 do.
Oysters	15 "	Perfumes	30 per ct.

Persons arriving in the U. States, that is their baggage, see <i>baggage</i>	Pounce	15 per ct.
Peruvian bark	Powder, hair	15 do.
Pewter, old, fit only to be re-manufactured	gun	8 c per lb.
Pewter, all articles manufactured of, or of which pewter is a component material, not otherwise specified	Precious stones of all kinds, and all articles composed wholly or chiefly of precious stones	12 1-2 per cent
Philosophical apparatus—see <i>Apparatus</i> .	Preparations, anatomical	free
Piano fortes	chymical, not enumerated	15 p c.
Pickled fish, other than mackerel and salmon	Preserves, that is conffits or sweet meats preserved in sugar or brandy	30 per cent
Pickles	Printed music.—See books	
Pigs of brass or copper	Printing types	20 per cent
of iron	Prunello shoes	25 c per pair
of lead	Prunes	4 c per lb.
of tin	Prussian blue	20 per cent
Pimento	Pumice stone	15 “
Pine apples		Q.
Pink Dutch	Quadrants and sextants	25 p. c.
rose	Quassia wood	15 per cent
Pins	Quicksilver and all preparations of	15 per cent.
Pipes, of clay	Quills, manufactured	25 per cent
Pistachios or pistachio nuts		R.
Pistols	Radix or root angelica, columbo, ipicac or ipicacuhana, jalap, gentian, gallengal, hellebore, mezereon, orris, rhubarb, salsaparilla, seneca, scilla, or squills, valerian, and roots of all kinds not enumerated and not used principally for dying	15 per ct.
Plants	Rags of any kind of cloth	free
Plaster statues, busts, castings and ornaments specially imported—see <i>Apparatus</i>	Raisins, muscatel, and in jars and boxes	4 c per lb.
Plaster statues, busts, castings and ornaments, not specially imported as above	all others	3 c “
Plaster of Paris	Ratafia, a liquor	15 per ct.
Plated saddlery, coach and harness furniture and all other plated ware	Rattans	free
Plates, copper, suitable to the sheathing of ships, that is 14 by 48 inches, and weighing 14 to 34 oz. per sq. ft.	Ratteen. See woolen manufactures.	
Platina (a metal)	Rattinets	25 “
Plats, for the making of hats or bonnets	Ravens Duck	15 “
Playing cards	Raw skins, that is undressed	free
Plums	Raw silk	15 per cent
Plumes, ornamental, whether manufactured or not	Razor cases, leather, paper or wood	30 per cent
Pocket books	straps, leather or wood	30 per cent
Pomatium	Red chalk (not spanish brown)	15 per cent
Pongees—see <i>silk</i> .	lead, dry or ground in oil	4 c per lb.
Poppy oil	tartar or crude tartar or wine lees	12 1-2 per cent
Porcelain	venetian dry	1 c per lb.
Pork	ground in oil	1 1-2 c “
Porphyry	Red wood & red sanders wood	free
Porter—see <i>Ale</i> .		
Potatoes		

Reeds	- - - - -	free	Sallad oil	- - -	30 per cent.
Refined salt-petre	3 cts per lb.		Salmon—see fish.		
Regulus of antimony	- - -	free	Salsaparilla	- - -	15 do.
Rein deer tongues	15 per cent.		Salt	- - -	20 cts per 56 lbs.
Rhubarb	- - -	15 do.	Salt-petre or sal-nitre or nitrate of		
Ribbons and tapes—see manufac-			potash	- - -	12 1-2 per cent.
tures of the material they are			Salt-petre refined	- - -	3 cts per lb.
composed of.			Sandarac or sandarac gum	15 p. c.	
Rice	- - -	15 per cent.	Sanders wood	- - -	free
Rifles	- - -	\$2 50 each.	Sand stone	- - -	15 per ct.
Rochelle salts (medicinal)	15 pr ct.		Sardines, as usually imported in		
salt—see salt.			kegs	- - -	30 per cent.
Rocoa	- - -	12 1-2 per ct.	Sassafras	- - -	15 do.
Rods of copper or composition			Sausages	- - -	15 per do.
4 cts per lb.			Savin, oil of	- - -	15 per ct.
of iron	- - -	3 do.	Saws, mill	- - -	\$1 each
Roman vitriol	4 do.		Scales, Gunter's and other, wood		
cement	15 per cent.				30 per cent.
Root—see radix.			Scamony gum	- - -	15 do.
Rope, ciar or coiar	5 cts per lb.		Scilla or squills	- - -	15 do.
Rose pink	- - -	15 per ct.	Scrapings of ox horns, deer horns		
Roses, otto of	- - -	30 do.	or ivory	- - -	15 per ct.
Rosemary, oil of	- - -	30 do.	Screws of iron	- - -	30 do.
Rotten stone	- - -	15 do.	Scrivellos or small elephant's teeth		
Rouge	- - -	15 do.			15 per cent.
Rubies	- - -	121-2 do.	Sculpture, specimens of—see Ap-		
Rugs, for hearths, see carpet-			paratus.		
ing.			Scythes	- - -	30 per cent.
Rugs, of wool or cotton, for bed-			Sea cow or sea elephant's teeth		
covering—see manufactures of					15 per cent.
the material they are made of.			Seeds, cardamon, caraway and		
Rules, of wood	- - -	30 per ct.	garden	- - -	15 per ct.
Rum, 1st & 2d proof	38 c. pr. gal.		Seines	- - -	5 cts per lb.
3d	"	42 do.	Seltzer water	- - -	15 per ct.
4th	"	48 do.	Senegal, gum	- - -	121-2 do.
Cherry	- - -	15 per cent.	Senna or senna leaves	15 do.	
Russia duck	- - -	15 do.	Seneca radix or root	15 do.	
Russia sheetings	25 do.		Sextants	- - -	25 do.
S			Shades, lace, of thread or silk		
Sacking	- - -	25 do.			12 1-2 per ct.
Saddlery, silver plated	25 do.		Shalloons	- - -	25 do.
Saddles	- - -	30 do.	Shawls, cashmere or camel's hair		
Sad irons	- - -	1 ct. per lb.			25 per cent.
Safflower	- - -	12 1-2 per cent.	lace, of thread or silk		
Saffron	- - -	15 do.			121-2 per ct.
Sago	- - -	15 do.	Shawls of wool, &c.—see manu-		
Sail cloth, or hempen cloth, not			factures of the material they are		
otherwise specified	25 per cent.		made of.		
Sail duck	- - -	15 do.	Sheathing, copper, that is in sheets		
Sal-ammonia, diuritic, duobus or			of 14 by 28 inches, weighing 14		
sulphate of potash or tartar			to 34 oz. per sq. foot	free	
vitriol; Rochelle and all other			Sheetings of all kinds	25 per ct.	
chemical salts not enumerated			Sheet iron	- - -	3 c. p. lb.
	15 per cent.		lead	- - -	2 do.
Epsom	- - -	4 cts per lb.	tin	- - -	15 per ct.
Glauber	- - -	2 do.	Shellac	- - -	15 do.
Nitre or salt petre or nitrate of			shells, cocoa	- - -	15 do.
potash	121 2 per cent.		for ornaments	15 do.	

Sheroots, India cigars	10 c. p. lb.	Spades	- - - 30 per ct.
Shoemaker's wax	15 per cent.	Spanish brown, dry	1 c per lb.
Shoes for children	15 cts pr. pair.	ground in oil	1 1-2 do.
for grown persons, of silk	30 cts pr. pair	Spanish flies, or cantharides	15 p.c.
of prunella, and other shoes		Spartaria or willow sheets	30 do.
or slippers of stuff, nankeen		Specimens of sculpture--see Appa-	ratus.
or leather	25 cts. pr. pair	Specimens in natural history, Mi-	neralogy, Botany, & Anatomical
Shot, cast iron	- 1 ct per lb.	preparations	- - - free
of lead	- 3 1-2 do.	Spectacles, gold or silver mounted	12 1-2 per cent.
Shovels of iron or steel	30 per ct.	iron or steel mounted	25 per cent.
Shrub	- - - 15 do.	Spelter	- - - free
Shumac	- - - 15 do.	Spermaceti candles	8 cts. per lb.
Sickles	- - - 30 do.	oil of foreign fisheries	25 cts. per gall.
Side arms	- - - 30 do.	Spikes, copper or composition	4 cts per lb.
Silks, all manufactures of, or of		iron	4 do.
which silk is a component ma-		Spirits, distilled from grain,	
terial, coming from beyond the		1st proof	42 cts per. gal.
Cape of Good Hope, till Jan'y.		2d "	45 do.
1, 1825	- - 15 per ct.	3d "	48 do.
after that time	- 25 do.	4th "	52 do.
coming from all other places	20 per cent.	5th "	60 do.
Silver, coin	- - - free	above 5th proof	75 do.
leaf	- - 12 1-2 per ct	distilled from other materials	
nitrate of	15 do.	than grain	
plated saddlery	25 do.	1st and 2d proof	38 cts p. gl.
quick	- - 15 do.	3d "	42 do.
Silver watches, silver lace, and all		4th "	48 do.
articles composed wholly or		5th "	57 do.
chiefly of gold, silver, pearls and		above 5th proof	70 do.
precious stones	12 1-2 per ct.	Sponges	- - 15 per ct.
Sinchaws--see silk.		Sprigs, not exceeding 16 oz. per M.	5 cts per M.
Skins, raw or unmanufactured free		exceeding 16 oz. 5 do. lb.	
morocco, tanned	30 per ct.	Square wire, used in the manufac-	ture of stretchers for umbrellas
Slates and tiles for building	25 per cent.		12 per cent.
for writing	- 15 do.	Squills or scilla	15 do.
Sledges & hammers, blacksmith's	2 1-2 cts per lb.	Starch	- - 15 do.
Slippers--see shoes.		Statues and specimens of statuary,	
Smoked salmon	- 15 per ct.	specially imported--see appa-	ratus
Snuff	- - 12 cts. per lb.	- - - free	
Snuff-boxes of paper	15 pr. ct.	not specially imported as above,	
of tin	- 25 do.	if of marble	- 30 per cent.
of turtle shell	15 do.	plaster or alabaster	15 do.
of mock turtle shell or horn	15 per cent.	brass or bronze	25 do.
of gold or silver	12 1-2 p. ct	Steel	- - \$1 per 112 lbs.
of box-wood or wood	30 p. c.	wire not exceeding No. 18	5 cts per lb.
of boxwood or wood, lined		over No. 18	9 do.
with turtle shell	15 pr. ct.	all manufactures of, or of	
of ivory, or of ivory lined		which steel is a component	
with turtle shell	15 per ct.	material, not otherwise enu-	merated
Soap	- - 4 cts per lb.		25 per cent.
Socks--see manufactures of the			
material they are composed of.			
Soda, carbonate of	15 per cent.		
Soy	- - 15 do.		

Sticks, that is walking sticks	30 per ct.	Sugar of lead or super-acetite of lead	15 per cent.
for umbrellas or parasols	30 per ct.	Sulphuric acid	3 c. per lb.
Still bottoms and parts thereof, made of copper	15 per ct.	Sulphate of copper	4 c. do.
Stockinets	25 do.	of zinc	15 per ct.
Stockings—see manufactures of the material they are composed of		Sulphur, flor, flour or flower sulphur and roll brimstone	free
Stone ware	20 per ct.	Sulphuric ether	15 per ct.
Stone, Armenian, caustic, grind-stones, oil stones, pumice, rotten, touchstone and whetstone	15 per cent.	Sumac	15 do.
Stone, burr, unwrought	free	Super acetite of lead or sugar of lead	15 per ct.
load	20 per ct.	Sweet marjorun, oil of	30 do.
for ballast	free	Sweetmeats or comfits, preserved in sugar or brandy	30 do.
Bristol, cornelian and all other precious, of all kinds, set or not set, and all articles composed wholly or chiefly of precious stones	12 1-2 per cent.	Syrup or molasses	5 cts per gall.
Storax	15 do.	real	15 per cent.
Straw bonnets and Leghorns—see bonnets.		T.	
Straw Carpeting	30 per ct.	Table cloths, that is oil table cloths	30 per cent.
Stuff goods, such as bombazetts, camlets, calimancoes, rattinets, wildbores, shaloons, moreens and the like, which are composed entirely of wool; but not valentias and toilinetts	25 per ct.	Tacks, not exceeding 16 oz. pr. m.	5 c. per m.
Sublimate corrosive	15 do.	exceeding 16 oz. pr. m.	5 c. per lb.
Sugar, brown	3 cts. per lb.	Talc, mica or isinglass (a mineral)	15 per cent.
N. B.—Under this denomination is classed all Muscovado sugar; Havana brown, all Calcutta sugar, including Benares and double boiled, except some fine samples rarely imported; all the common sugar from Canton, all the Siam, Pulo, Penang and Prince of Wales island, all the Manilla sugar usually imported, good common Guadaloupe, or Martinique clayed, and all but the best Batavia and best white Brazil sugar.		Tallow	1 c. per lb.
Sugar, white, clayed or powdered	4 cts per lb.	candles	5 "
N. B.—Under this denomination comes white Havana, best Brazil, and the best Guadaloupe and Martinique clayed.		Tamarinds	30 per cent.
Sugar, lump	10 cts per lb.	Tamboreens	30 "
loaf	12 do.	Tapes.—See manufactures of the material they are composed of.	
candy	12 do.	Tapioca	15 per cent.
		Tarred cordage	4 c. per lb.
		Tartar, cream	12 1-2 per ct.
		red, crude	12 1-2 "
		prepared as medicine	15 per cent.
		Tartrite of antimony or tart emetic	15 per cent.
		Tea, imported in vessels of the United States direct from China:	
		bohea	12 c. per lb.
		campoy, congo, souchong, and other black teas	25 c. per lb.
		imperial, gunpowder and gomme	50 c. per lb.
		hyson and young-hyson	40 c. per lb.
		hyson-skin and other green teas	28 c. per lb.
		Tea, imported in vessels not of the United States from China, or any where else:	
		bohea	14 c. per lb.
		campoy, congo, souchong and other black teas	34 c. pr. lb.

Tea, imperial, gunpowder, and go-mee	63 c. per lb.	Toilinetts.—See woollen manufac-tures.	
hyson and young-hyson	55 c. per lb.	Tongues, reindeer	15 per cent.
hyson skin and other green teas	38 c. per lb.	and sounds (fish)	15 per cent.
Tea, from any place other than China, imported in vessels of the U. S. the same duty as de-signated above for foreign ves-sels		neats, smoked or pickled	2 c. per lb.
Teeth, elephants' or any other an-imal's	15 per cent.	Tools and implements of trade of persons arriving in the U. S.	free.
Telescopes	25 "	Tooth-brushes	30 per cent.
Terra-Japanica, or japonica, de-senna and umbra	15 per cent.	powder	30 "
Terra-rosa and sienna	15 "	Topaz, real	12 1-2 per cent.
Teutenague or zinc	free	imitation	15 "
Thread, cotton.—See cotton.		Touch-stones	15 "
pack	5 c. per lb.	Toys, dolls, dressed and undressed	30 per cent.
stockings	25 per cent.	of copper, brass, steel, iron, pewter, lead or tin, or of which either of these met-als is a component ma-terial	25 per cent.
shoe	25 "	of glass.—See glass.	
Thread-merklin (thread laces)	12 1-2 per cent.	of wood chiefly	30 per cent.
Thus, gum	15 "	all other toys	15 "
Thyme, oil of, essence of,	30 per cent.	Tragacanth, gum	15 "
Ticklenburgs	15 "	Trees	- - - free..
Tile, earth	15 "	Trusses,	- 25 per cent.
do. varnished or glazed	15 per cent.	Tumeric	12 1-2 "
marble	30 per cent.	Terquoises	12 1-2 "
stone, or slate for building	25 per cent.	Turnips	15 "
Time pieces	- - 15 per ct	Turtles	- 15 "
Tin, in bars, pigs or blocks	free	Turtle shell	- 15 "
foil,		Twine	- - 5 c. per lb.
plates, }	15 per cent.	Twist, cotton.—See cotton.	
sheets, }		Types, for printing	20 per cent.
that is all articles not enumer-ated, manufactured of tin, or of which tin is a compo-nent material	25 per cent.	U.	
Tinctures, odoriferous, such as cologne and lavender water and the like	30 per cent.	Umbrellas	- 30 per cent.
of bark and other medi-cinal, which may not be ranked as balsams,	15 per cent.	stick or frames for um-brellas	30 per cent.
Tips and runners for parasols and umbrellas	- 25 per cent.	brass tips, runners, &c. for umbrellas	25 p. c.
Tobacco, manufactured, other than snuff and cigars	10 c. per lb.	Unbleached or uncolored cotton yarn.—See cotton.	
in leaves or unmanufac-tured	15 per cent.	Undressed furs	- free
		United States—all articles import-ed for their use	free.
		Unmanufactured bark of the cork tree	- - - free.
		Unmanufactured wood of any kind	- - - free.
		Untarred cordage, yarns, twine, pack thread and seines	5 c. per lb.
		Unwrought burr stones	free.
		clay	"
		V.	
		Valentias.—See woollen manufac-tures.	

Valenciennes, thread lace	12 1-2 per cent.	Watch crystals	2 c. per lb.
Valerian root	15 "	and in addition thereto an ad	
Valonia	12 1-2 "	valorem duty of	20 per cent.
Vanilla	15 "	Water, cologne	30 "
Varnishes, of all kinds,	15 p. c.	Water colors	15 "
Vegetables of all kinds, not enu-		Wax, bees, bleached or unbleached	
merated and not used principally			15 per cent.
in dying	15 per cent.	candles	6 c. per lb.
Veils of lace, silk or thread		sealing	15 per cent.
	12 1-2 per cent.	shoemaker's	15 "
Vellum	30 "	Wearing apparel, in actual use of	
Velvet.—See manufactures of the		persons arriving in the United	
material they are made of.		States	free.
Verdigris	12 1-2 per cent.	Webbing, worsted,	25 per cent.
Vermicelli and Vermillion	15 p. c.	Weights of cast iron	1 c. per lb.
Vessels of cast iron not otherwise		Whalebone	15 per cent.
enumerated	1 1-2 c. p. lb.	Wheat	25 c. per bushel.
of copper	35 per cent.	Wheat flour	50 c. per cwt.
Vials, apothecaries', of the capaci-		Whet-stones	15 per cent.
ty of 4 oz. and less		Whips	30 "
	\$1 per gross.	Whiskey, 1st proof.	42 c. per gal.
above 4 oz. and not exceed-		2d do.	45 "
ing 8 oz.	\$1 25 per gro.	3d do.	48 "
Vinegar	8 c. per gal.	4th do.	52 "
distilled	15 per cent.	White lead, dry or ground in oil,	
Violins, wood	30 "		4 c. per lb.
Visiting cards	30 "	White vitriol, or sulphate of zinc	
Vitriol, oil of, or sulphuric acid,			15 per cent.
	3 c. per lb.	Paris,	1 c. p. lb.
blue, or roman, or sulphate		Whiting	1 "
of copper	4 c. per lb.	Wildbores, (a kind of stuff goods)	
White or sulphate of zinc			25 per cent.
	15 per cent.	Willow sheets, for hats, white and	
W.		black	50 per cent.
Wafers	30 per cent.	Window-glass, not above 8 by 10	
Walking sticks	30 "	inches, per 100 sq.	
Ware, china	20 "	ft.	\$3 00
earthen	20 "	not above 10 by 12	
porcelain	20 "	inches	\$3 50
stone	20 "	if above 10 by 12	
Wares, that is cabinet wares		inches	\$4 00
	30 per cent.	N. B.—All window-glass, imported	
gilt, including brass orna-		in plates, uncut, is to be charged	
mental nails, with gilt or		with the highest rate of duties.	
polished heads, including		Wine lees	12 1-2 per ct.
also brass runners and		Wine, Burgundy, Champaign, Ma-	
tips for parasols and um-		deira, Rhenish and Tokay	
brellas	25 per cent.		\$1 per gal.
japanned, of all kinds		Sherry and St. Lucar	
	25 per cent.		60 c per gal.
plated of all kinds,	25 pr. c.	Lisbon, Port or Oporto, Fi-	
of cut glass of all kinds not		guera, Mondego, & other	
specified	3 c per lb.	wines of Portugal	50 c. p. g.
and in addition thereto an		Marsala or Sicily Madeira	
ad valorem duty of 30 p. c.		and other wines of Sicily	
Washes	30 "		50 c. per gal.
Watches of all kinds, and parts of		Teneriffe, Fayal and other	
watches	12 1-2 per cent.	wines of the western Is-	
		lands	40 c. per gal.

Wine, Claret. Vin de grave, Frontignac, and all French wines except Burgundy and Champaign; Corsica, Leghorn and all the wines of Italy, of the Archipelago and of the Levant; Catalonia, Colmenar, Malaga and all the wines of Spain, except Sherry, Canary; and all other wines, not enumerated, when imported in bottles or cases	30 c. per gal.	Wool Angora goat, camel's vicuña, red or any other for hatters' use	free.
And when imported in casks or in any other way than in bottles or cases	15 c. per gal.	Wool, sheeps' or lambs', merino or common, washed or unwashed (till the 1st day of June, 1825)	20 per cent.
N. B.—When wine is imported in bottles, the duty of \$2 per gross is charged on the bottles, besides the 30 c. per gal. on the wine.		thence till June 1st, 1826	25 per cent.
Winter bark or canella alba	15 p. c.	after that time	30 “
Wire, brass, that is such as is used for piano fortes and the like	20 per cent.	N. B.—A duty of 15 per cent. only is to be charged on wool, the value of which, at the place whence imported, does not exceed 10 c. per lb.	
copper, such as used to tie down the corks of bottled porter and the like	25 p. ct.	Woollen Blankets	25 per cent
iron or steel, not exceeding No. 18	5 c. per lb.	Woollen manufactures of all descriptions, except worsted stuff goods and blankets, till June 30, 1825	- - - 30 per ct.
over No. 18	9 c. per lb.	after that time	33 1-3 per ct.
square, used in the manufacture of stretchers for umbrellas	12 per cent.	N. B.—A duty of 25 per cent. only to be charged on all manufactures of wool, except flannels and baises, the actual value of which, at the place whence imported, does not exceed 33 1-3 cts. per square yard.	
all other kinds of, not specified	25 per cent.	Also, N. B.—Under the denomination of woollen manufacturers, Valentias & Toilinetts are included: but not Bombazets, Camlets, Calamancoes, Rattinets, Wildbores, Shalloons, Moreens and the like.	
Wood or pastel	12 1-2 per ct.	Wormwood, oil of	15 per cent.
Women's bonnets of straw, chip or grass.—See bonnets.		Worsted stuff goods, such as bombazets, camlets, Calimancoes, rattinets, wildbores, shalloons, moreens and the like; but not valentias and toilinetts	25 per ct.
Wood, Brazil, Brazilletto, redwood, camwood, Fernambucco, fustic, logwood, santa martha, nicaragua, red sanders, Rio de la Hache, Pernambucca, queen's and other dye woods	free.	Wove pantaloons or any other pantaloons	30 per cent.
sandal, in sticks or dust or powder	free.	Y	
unmanufactured of any kind	free.	Yarn, cotton—see cotton.	
quassia	15 per cent	of hemp or flax	5 cts pr. lb.
that is all manufactures of wood	30 per cent.	Yellow berries for dying king's patent, or any other than ocre, and not emunerated, and not used principally for dying	15 per ct.
		Zinc, in pigs, or otherwise unwrought	- - - free
		Zinc, in sheets, for sheathing ships	15 per cent.
		sulphate of	15 do.

Importations by foreign vessels, which are not by treaty or act of Congress, placed on the same footing as American vessels, are subject to an additional duty of 10 per cent, except in the article of teas, the difference in which is designated in the foregoing Tariff; for instance, if the duty by an American vessel is 30, the duty by such foreign vessel will be 33 pr ct.

APPENDIX.

*Containing Forms and Instructions agreeable to the
Laws of the U. States respecting Naturalization,
and some other additional Forms of Writings
frequently occurring in business, not in-
cluded in the preceding.*

NATURALIZATION.

Constitution of the U. States, Art 1. Sec. 84.—
Congress shall have power to establish an uniform
rule of Naturalization.

Some of the individual States have formerly passed laws regulating the same, under their own jurisdiction, but it seems now to be considered as settled, that by the Constitution, the power of naturalization is exclusively vested in Congress. The time of previous residence in the United States required by the government, to entitle an alien to naturalization has varied considerably at different periods. The first naturalization act passed the 26th March, 1790, required two years. The next act passed the 29th January, 1795, enlarged the time to five years. That of the 18th June, 1798, extended the time to fourteen years; but by the act of the 14th April, 1802, it was restored to the term of five years, and so continues. The *rules* established by the acts of Congress, for the admission of aliens as citizens of the U. States have also been different at different periods. The first act of the 26th March, 1790, which regulated their admission during the period that elapsed from that time to the 29th January, 1795; the act of the 29th Jan. 1795, which regulated their admission until the passage of the act of the 18th June, 1798, and the latter act

which was the rule until the 14th April, 1802, have all been repealed ; and at present, free white aliens, in order to become citizens, must comply with different requisites, according to the time of their arrival in the U. States. Such aliens may be comprehended in four classes.

1. Those who have arrived, or may arrive since the 18th June, 1812.

2. Those who arrived between the 14th April, 1802, and 18th June, 1812.

3. Those who arrived between the 18th June, 1798, and 14th April, 1802, or were then residing within the limits, and under the jurisdiction of the U. States, and have continued to reside therein.

4. Those who were residing within the limits, and under the jurisdiction of the U. States before the 29th Jan. 1795.

Three things are indispensably necessary to the naturalization of an alien, who has arrived, or may arrive in the U. States since the 18th June, 1812.

1. A *report* of himself, on his arrival in the U. States, or subsequently, previous to his declaration of *bona fide* intention, &c.

2. A declaration of *bona fide* intention to become a citizen.

3. A declaration upon oath or affirmation, to support the Constitution of the U. States.

First. A report of himself, if at the age of twenty-one years, ascertaining the name, birth place, age, nation and allegiance, together with the country whence he or she migrated, and the place of his or her intended settlement; or, if under that age, the report to be made for him, by his parent, guardian, master or mistress. It must be made to the Clerk of the District Court of the district where the alien arrives, or to some other Court of record of the U. States, or of either of the territorial districts, or of a particular State.

No. I.—*Form of a Report.*

NAMES.	Birth Place	Age.	Nation.	Allegiance.	Country whence.	Place of intended settlement.
Martin Ross,	Glasgow	40	British	King of G. Britain & Ireland	England	Boston
Elizabeth Ross,	Edinburgh	36	ditto	ditto	ditto	ditto
Mary Jane Ross,	Edinburgh	15	ditto	ditto	ditto	ditto
Walter M. Ross,	Aberdeen	13	ditto	ditto	ditto	ditto
Diana Ross,	Aberdeen	7	ditto	ditto	ditto	ditto
James M'Quillen	Berwick	15	ditto	ditto	ditto	ditto

Dated (at the place of arrival, or of residence) where the report is made.

MARTIN ROSS,
for himself and family.

☞ A report for a whole family should be made as above—for an individual, *separately*, observing the same form—for a minor, having no parent, guardian, master, or mistress, by some *adult friend*, residing in the United States.

The Clerk is authorized and bound to receive and register the report; for which his lawful fee is *fifty cents*—and to grant a certificate of the same, whenever required, for which the fee is also *fifty cents*; which certificate shall be exhibited to the court as evidence of the time of the applicant's arrival in the U. S. and must be recited at full length in the record of the court admitting such alien: otherwise he shall not be deemed to have complied with the conditions requisite for becoming a citizen of the United States.

Secondly. Two years after the date of the report, (but *no sooner*, according to the said act,) the aliens mentioned therein, might proceed to take the *second* step, which is a declaration of *bona fide* intention to become citizens, *then* required to be made before the supreme, superior, district or circuit court of some one of the States, or territorial districts of the U. S. in the form following:

No. II.—*Form of a Declaration of bona fide intention to become a Citizen.*

I, Martin Ross, a native of Glasgow, in Scotland, of the age of (42) years, and now or lately owing allegiance to his majesty, the king of the united kingdom of Great Britain and Ireland, do hereby declare, that it is *bona fide* my intention to become a citizen of the United States, and to renounce forever, all allegiance and fidelity to any foreign prince, potentate, state or sovereignty whatever; and particularly to renounce forever, all allegiance and fidelity to his said majesty, the king of the united kingdom of Great Britain and Ireland. MARTIN ROSS.

Sworn to, or affirmed in open Court.

By a late act passed the 26th May, 1824, entitled, "An act in further addition to an act, &c." it is provided that a declaration (No. II.) of *bona fide* intention to become a citizen, made before the clerks of either of the courts named in the first condition of the first section of the act of 14th April, 1802, shall be as valid as if it had been made before the said courts respectively; and a declaration as aforesaid, of a free white person, made in manner and form prescribed in the first condition specified in the first section of the said act of 1802, two years before his admission, shall be a sufficient compliance with said condition.

A minor, who has resided in the United States three years next preceding his arriving at the age of twenty-one years, and who has continued to reside therein to the time of his making application to be admitted a citizen thereof, may, after he arrives at the age of twenty-one years, and after he shall have resided five years within the United States, including the three years of his minority, be admitted a citizen of the United States, without having made the declaration (No. II.) required as aforesaid, three years previous to his admission: *Provided*, such alien shall make the declaration re-

quired therein at the time of his or her admission ; and shall further declare, on oath, and prove to the satisfaction of the court, that for three years next preceding, it has been the *bona fide* intention of such alien to become a citizen of the United States ; and shall, in all other respects, comply with the laws in regard to naturalization.

Thirdly.—Declaration upon oath or affirmation, to support the constitution, and renunciation of foreign allegiance. This is the final step, and may now be made two years after the declaration (No. II) but no sooner.

When the alien is about to make this declaration, he must (unless obtained by him at the time,) obtain from the Clerk of the Court with whom he filed his report (No. I.) and from the Clerk of the court) wherein his declaration (No. II) has been recorded, certificates of such report and declaration having been made.

He must then apply to a supreme, superior, district, or circuit court of some of the states, or of the territorial districts, or a circuit or district court of the U. States ; and, with the two certificates mentioned, present the following application.

No. III.—*Form of the Application.*

To the honorable the — Court of —, now sitting in — : The application of Martin Ross respectfully sheweth :

The said applicant has made report, and caused registry to be made of himself, with a view to his naturalization, according to the laws of the U. States in that case enacted ; a certificate of which report and registry, is herewith exhibited ; and has, moreover, made a declaration of his *bona fide* intention, to become a citizen of the U. States, as required by law, of which a certificate is likewise here presented. Wherefore the said applicant respectfully prays the honorable the court, that he may, in the usual form, be admitted a citizen of the United States.

MARTIN ROSS.

Upon this application the court must be satisfied,
1st. That the alien has resided within the United States five years at least.

2d. That he has resided within the state or territory, where the court is at the time held, one year at least.

3d. That during the five years, the alien has behaved as a man of good moral character—attached to the principles of the constitution of the United States, and well disposed to the good order and happiness of the same.

☞ The oath of the applicant will in no case be allowed to prove his residence; but this must be shown by the testimony, on oath, of two respectable citizens of the U. States, whose names must be inserted in the record of the proceedings of the court wherein they were had. The other circumstances are to be proved by common law-evidence. Upon being satisfied on these points, the court will admit the alien to citizenship, upon his making the following declaration :

No. IV.—*Form of the final declaration.*

I, MARTIN ROSS, do hereby declare, that I will support the constitution of the United States, and that I do absolutely and entirely renounce and abjure all allegiance and fidelity to every foreign prince, potentate, state, or sovereignty whatever; and particularly I do hereby absolutely and entirely renounce and abjure all allegiance and fidelity to the king of the united kingdom of Great Britain and Ireland.

MARTIN ROSS.

Sworn to, or affirmed in open Court.

If the alien applying for admission, has borne any hereditary title, or been of any of the orders of nobility, he must add to the next preceding declaration (No. IV.) as follows: *And furthermore, I do hereby expressly renounce all claim to any hereditary title, or order of nobility; and especially to the title of Viscount, Earl or Marquis, (as the case may be,) which I have heretofore borne.*

The clerk of the court will record all those proceedings, and will furnish, on application, a certificate of citizenship, which will be evidence that the alien has been duly naturalized.

2. An alien who arrived between the 14th April, 1802, and the 18th June, 1812, must have made a declaration of intention two years before his admission, (as provided by the late act,) the proceedings throughout being the same as in the preceding.

3. Aliens residing within the limits and under the jurisdiction of the United States, between the 18th day of June, 1798, and the 14th day of April, 1802, and who have continued so to reside, may be admitted citizens without a compliance with the provision of the law, which requires a declaration of *bona fide* intention.

4. An alien who was residing within the limits and under the jurisdiction of the U. States before the 29th Jan. 1795, may be admitted to become a citizen, on due proof made to some one of the courts aforesaid, that he has resided two years at least, within and under the jurisdiction of the U. States, and one year at least, immediately preceding his application, within the state or territory where such court is at the time held; he complying with the usual requisites at the time of his admission.

Any alien, who has made report, on his arrival in the United States, (as in No. I.) and who has made a declaration (as in No. II.) of *bona fide* intention, dying before he is actually naturalized, his widow and children are considered as such, upon taking the oath prescribed by law, (as in No. IV.)

The children of persons duly naturalized under any of the laws of the United States; or who, previously to the passing of any law on that subject by the government of the United States, [*i. e.* previously to the 26th of March, 1790,] may have become citizens of any one of the states under the laws thereof, being under the age of twenty-one years at

the time of their parent's being naturalized, are dwelling in the United States, considered citizens.

General Observations.

Every court of record, in any individual state, having common law jurisdiction, and a seal, and clerk or prothonatary, is considered as a district court, within the meaning of the acts respecting naturalization.

The provisions of the acts respecting naturalization have reference to free whitealiens only.

To extend the time for payment of a Bond by endorsement.

The within mentioned principal sum of —, is made for securing the within mentioned sum of —, and interest at the end of — from the date of it; yet the within named C D doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and agree, with and to the within bounden A D, his heirs, executors, and administrators, that in case the interest of the said sum of —, after the rate aforesaid, shall be regularly paid every half year on the — day of —, and the — day of —, or within — after each half yearly payment shall become due, then and in such case, he the said C D, his executors or administrators, shall not, nor will call in the said sum of —, or any part thereof, nor commence nor prosecute any action or other legal proceedings to compel the payment of the same, or of any part thereof, during the space or term of — years, commencing and to be computed from the day of the date hereof, any thing in the within written bond contained to the contrary in any wise notwithstanding.

In witness &c.

Collector's Bond.

Know all men by these presents, that we, A B, of P, in the county of —, (*addition*) as principal, and C D and E F, all of said P, (*addition*) as sureties, are held and stand firmly bound and obliged to L M, Treasurer of the said town of P, in his said capacity, and to his successor in his said office, in the sum of — dollars, to which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators firmly by these presents.

Sealed with our seals, dated this — day of —, in the year of our Lord, &c.

The condition of this obligation is such, that whereas the said A B, has been duly chosen to the office of collector of taxes for said town of P, for the year next ensuing from the — day of —, in the year of our Lord, &c.

Now if the said A B, as collector aforesaid, shall during the year aforesaid, faithfully collect all such rates and taxes as shall be lawfully assessed on the polls and estates of said town of P, committed to him to collect; and shall faithfully serve and execute all warrants for the collection of such rates and taxes so committed to him for collection, when issued by the proper authority; and shall pay over said taxes, agreeably to the directions of such warrants therein mentioned and expressed, then this obligation shall be null and void, otherwise remain in full force and virtue.

*Signed, sealed and delivered,
in presence of*

*Constable's Bond.*

Know all men by these presents, that we, A B, of P, in the county of C, (*addition*) as principal, and C D and E F, all of said P, in said county of C, (*addition*) as sureties, are held and stand firmly bound and obliged to L M, treasurer of said town

of P, in his said capacity, and to his successor in his said office, in the sum of two hundred dollars, to which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators firmly by these presents.

Sealed with our seals, dated at P, this — day of —, in the year of our Lord, &c.

The condition of this obligation is such, that whereas the above bounden A B, was on the — day of —, in the year 18 —, chosen constable of the said town of P, for the current year : Now if the said A B, shall well and truly serve, execute and return all precepts issuing from legal authority, to him directed and committed ; and shall pay over all moneys which he, in his said capacity as constable, shall collect and receive ; and shall faithfully perform all duties to his said office appertaining, then this obligation shall be null and void, otherwise remain in full force and virtue.

*Signed, sealed, and delivered,
in presence of us,*

COLLECTOR'S DEED.

To all people to whom these presents shall come, I, A B, collector of taxes for the town of —, in the county of —, for the year one thousand eight hundred and —, legally chosen and sworn,

SEND GREETING.

Whereas the assessors of the said town of —, for the year aforesaid, legally chosen and sworn, have agreeably to law, assessed the lot of land (*here insert the No. and range or division, or the words by which it is usually described*) which, in their list of assessments they have committed to me to collect, in the sum of — : And whereas no person has appeared to discharge the said tax, although I have advertised and posted the same in (*here name the papers, and the place where posted*) as the law directs : Therefore, know ye, that I, the said A B,

in consideration of the sum of —, to me paid for discharging the said taxes, and necessary intervening charges, by C D, of —, have granted, bargained, sold and conveyed, and do hereby grant, &c. to the said C D, his heirs and assigns forever. (*Here describe the premises, and particularly the number of acres.*) The same having been struck off to the said C D, he being the highest bidder therefor, at a public auction legally notified, begun and held at the (*dwelling house or store of E F,*) in said —, on the — day of — last: To have and to hold the same to the said C D, his heirs and assigns forever, to his and their only proper use and behoof forever; subject, however, to the said proprietor or proprietors' right of redemption thereof, at any time within two years from said —, the time of sale as aforesaid. And I do covenant with the said C D, his heirs and assigns, that the taxes aforesaid were assessed and published, and notice of the intended sale of the said lands given, according to law; and that in all respects I have observed the directions of the law, whereby I have good right and full power to sell and convey the premises to the said C D, to hold as aforesaid.

In witness whereof, I do hereunto set my hand and seal this — day of —, Anno Domini, one thousand eight hundred and —.

*Signed, sealed and delivered,
in presence of us,*

C—, ss. (DATE.) Then the above named A B, acknowledged the above instrument to be his free act and deed.

Before me,

J P, *Justice Peace.*

Subpœna for a Witness.

C—, ss. To L M, of —, in the county of —,
(*addition*) Greeting:

You are hereby required, in the name of the State of Maine, to make your appearance before me, G H, Esq. one of the Justices of the Peace, in and for said

county, on —, the — day of —, at my dwelling-house, to wit, at my office in W, in said county, at (ten) o'clock in the (fore) noon, to give evidence of what you know relating to an action or plea of —, then and there to be heard and tried betwixt C D, of —, (addition) Plaintiff, and E F, of —, (addition) Defendant. Hereof fail not, as you will answer to your default under the pains and penalty in the law in that behalf made and provided.—Dated at W, aforesaid, the — day of —, in the year of our Lord one thousand eight hundred and —.

G H, *Justice Peace.*

Summons to a Witness to make deposition.

C—, ss. To A B, of —, in the county of —, (addition) Greeting:

Whereas C D, of —, in the county of —, (addition,) has requested me to take your deposition, to be used in an action now pending between him and E F, of —, in the county of —, (addition,) and the dwelling-house of G H, Esq. in —, in said county, and the — day of —, in the year of our Lord one thousand eight hundred and W, at (ten) of the clock in the (fore) noon, are appointed the time and place for taking the same deposition. You are hereby required, in the name of the State of Maine, then and there to appear, to testify what you know relating to the said action. Hereof fail not.

Given under my hand and seal, at W aforesaid, the — day of —, in the year of our Lord one thousand eight hundred and —.

J P, *Justice Peace.*

Notice to a party of the taking of a deposition.

C—, ss. To E F, of —, in the county of —, (addition) Greeting:

Whereas C D, of —, in the county of —, (addition) has requested me to take the deposition of A B, of —, in the county of —, (addition) to be used

in an action of —, now pending between you and the said C D, and the house of G H, Esquire, in W, in said county, and the — day of —, in the year of our Lord one thousand eight hundred and —, at (*ten*) of the clock in the (*fore*) noon, are appointed the time and place for the said deponent to testify what he knows relating to the said action; you are hereby notified that you may then and there be present, and put such interrogatories as you may think fit.

Given under my hand and seal, at W aforesaid, the — day of —, in the year of our Lord one thousand eight hundred and —.

J P, *Justice of the Peace.*

Caption of a Deposition.

C—, ss. (*Date*) On the — day of —, in the year of our Lord, &c. the aforesaid was examined and cautioned, and sworn (or affirmed) agreeably to law, to the deposition aforesaid by him subscribed, taken at the request of —, and to be used in an action of —, now pending between him and —, before (*Here name the court, Justice, referees, or arbitrators;*) and the adverse party was, or was not present, (*as the case may be,*) the said deponent living more than thirty miles from the place of trial, (*or, being about to go out of the state and not to return in time for the trial, or being bound on a voyage to sea, or being so sick, or being so infirm, or being so aged as to be unable to travel and attend at the trial*) is the cause of taking this deposition.

J P, *Justice of the Peace.*

Warrant for calling town meeting for the choice of town officers, &c.

STATE OF MAINE.

C—, ss. To A B, one of the constables of the town of W, within said county, Greeting.

In the name of the State of Maine, you are hereby required to warn the freeholders and other in-

habitants of the said town of W, qualified to vote in town affairs, to meet and assemble at —, on —, the — day of —, at — of the clock in the — noon, then and there to act on the following articles, viz. :

1. To choose a moderator to govern said meeting.

2. To choose all town officers, to serve the town the ensuing year.

3. To raise all such sums of money as may be necessary to defray the charges of the town.

(Add other specifications, as the case may be.)

Hereof fail not and make due return of this warrant, and of your doings thereon, unto the selectmen, on or before the said day.

Dated at W aforesaid, the — day of —, in the year of our Lord one thousand eight hundred and —.

} *Selectmen.*

C—, ss. *(Date.)* By virtue of this warrant, I have warned the freeholders and other inhabitants of the town of W, qualified to vote in town affairs, to assemble at the time and place, and for the purposes therein mentioned.

N O, *Constable.*

Warrant for calling town meeting for choice of Governor, &c.

STATE OF MAINE.

C—, ss. To A B, one of the constables of the town of W, within said county, Greeting :

In the name of the State of Maine, you are required forthwith to warn all the freeholders and other inhabitants of the town of W, being “ of the age of twenty one years and upwards, except paupers, persons under guardianship, and Indians not taxed, having their residence established in this State (and in said town) three months next preceding said day

of election," to assemble at —, in said town, on Monday, the — day of September next, at — of the clock in the — noon; then and there to give in their votes for governor, senators and representatives, for the year ensuing, agreeably to the constitution.

(The remainder of the warrant, and the return may be the same as in the preceding.)

DUTY AND POWER OF CORONERS.

By the laws of Maine it is provided "That each Coroner shall, as soon as he shall be certified of the dead body of any person supposed to have come to his death by violence or casualty, found or lying within his county, make out his warrant directed to the Constable of the town where the dead body is found or lying, or the Constables of one or more of the three or four next adjacent towns, requiring them forthwith to summon a Jury of good and lawful men of the same town or towns, sufficient to make up nine in all, to appear before him at the time and place in such warrant mentioned and expressed; which warrant shall be in form following:

[L. s.] C—, ss. To either of the constables of —, in the said county of C, Greeting:

These are in the name of the State of Maine, to require you immediately to summon and warn — good and lawful men of the said town of —, to appear before me, one of the coroners of the said county of C, at the dwelling-house of —, (or at a place called —, within the said town of —,) at the hour of —, then and there to inquire upon the view of the body of —, there lying dead, how and in what manner he came to his death. Fail not herein at your peril.

Given under my hand and seal, at —, the — day of —, in the year of our Lord, one thousand eight hundred and —.

W G.

And every Constable to whom such warrant shall be directed and delivered, shall forthwith execute the same, and shall repair to the place where the dead body is, at the time mentioned, and make return of the warrant with his doings thereon, unto the Coroner, that granted the same. And every Constable failing unnecessarily of executing such warrant, or of returning the same as aforesaid, shall forfeit the sum of ten dollars, and every person summoned as a Juror as aforesaid, that shall fail of appearance without having reasonable excuse therefor, shall forfeit seven dollars; which forfeitures shall be recovered by action of debt before any Court that can take cognizance of the same, and shall be applied to the use of the county. And the Coroner shall swear six or more of the Jurors that shall appear, and shall give the foreman by him appointed, his oath upon view of the body, in form following:

You solemnly swear that you will diligently inquire and true presentment make on behalf of this State, how and in what manner A B, who lies here dead, came to his death, and you shall deliver up to me, one of the coroners of this county, a true inquest thereof, according to such evidence as shall be laid before you, and according to your knowledge. So help you God.

And then shall swear the other Jurors in form following: Such oath as your foreman hath taken, you and each of you shall well and truly observe and keep. So help you God.

And the Jurors being sworn, the Coroner shall give them a charge upon their oaths, to declare of the death of the person, whether he died of felony, or of mischance, or accident; and if of felony, who were principals, and who were accessaries; with what instrument he was struck or wounded, and so of all prevailing circumstances, which may come by presumption; and if by mischance or ac-

cident, whether by the act of man, and whether by hurt, fall, stroke, drowning or otherwise ; to inquire of the persons who were present, the finders of the body, his relations and neighbours, whether he was killed in the same place where he was found, and if elsewhere, by whom, and how he was brought from thence ; and of all circumstances relating to the said death. And if he died of his own felony, then to inquire of the manner, means or instrument and of all circumstances concerning it. And the Jury being charged shall stand together, and proclamation shall be made for any person that can give evidence, to draw near and that they shall be heard. And every Coroner is further empowered to send out his warrant for witnesses, commanding them to come before him, to be examined, and to declare their knowledge concerning the matter in question ; and he shall administer an oath to them in form following :

You solemnly swear, that the evidence which you shall give to this inquest, concerning the death of A B, here lying dead, shall be the truth, the whole truth, and nothing but the truth. So help you God.

The evidence of such witnesses shall be in writing subscribed by them : and if they relate to the trial of any person concerned in the death, then shall the Coroner bind such witnesses by recognizance in a reasonable sum for their personal appearance at the next Supreme Judicial Court, to be holden within or for the same county, there to give evidence accordingly ; and commit to the common gaol of the county such witness or witnesses as shall refuse to recognize as aforesaid ; and shall return to the same court the inquisition, written evidence and recognizance by him taken. And the Jury having viewed the body, heard the evidence, and made all the inquiry within their power, they shall draw up and deliver unto the Coroner their verdict

upon the death under consideration, in writing under their hands and seals, in form following :

S —, ss. An inquisition taken at B, within the said county of S, the — day of —, in the year of our Lord —, before W G, gentleman, one of the coroners of the said county of S, upon the view of the body of A B, there lying dead, by the oaths of — yeomen, good and lawful men, who being charged and sworn to inquire for the State, when, how, and by what means the said A B came to his death, upon their oaths do say— (*Then insert how, when, and by what means, with what instrument he was killed ; and if it appears that he hath been murdered by a person known, then the inquisition shall be concluded in this form,*) to wit : And so the Jurors aforesaid upon their oaths aforesaid, do say, that the aforesaid A B, in manner and form aforesaid, then and there of his malice aforethought, did kill and murder against the peace and dignity of the State, and the laws of the same. (*If it appears to be self-murder, then shall the inquisition be concluded thus :*) And so the Jurors aforesaid, thus upon their oaths aforesaid, do say, that the said A B, in manner and form aforesaid, then and there voluntarily and feloniously as a felon of himself, did kill and murder himself against the peace. (*And if it appears that the death was by misfortune.*) And so the Jurors aforesaid, upon their oaths say, that the said A B, in manner aforesaid, came to his death by misfortune. (*If innocently, by the hands of any person,*) The Jurors upon their oaths aforesaid do say, that the aforesaid D R, the aforesaid A B, by misfortune, and against and contrary to the will of him, the said D R, in manner and form aforesaid, did kill and slay.

In witness whereof, the said coroner and jurors to this inquisition, have set their hands and seals above said. And upon an inquisition found before any Coroner of the death of any person, by the

felony or misfortune of another, he shall speedily inform one or more of the Justices of the same county thereof, to the intent that the person killing, or being any way instrumental to the death, may be apprehended, examined and secured in order for trial."

C—, ss. *Bill of Costs of an Inquisition taken at* —, within the said county of —, on the — day of —, A. D. 18 —, before W G, one of the Coroners of the said county, upon the view of the body of —, late of the town of —, within this State.

The Coroner's fees for granting a warrant and taking an Inquisition, - - - - - } \$1 00

The Coroner for his travel and expense in taking the Inquisition, - - - - - } 1 00

Mr. N O, the Constable, his attendance and expenses and summoning the Jury, - - - - - } 90

Mr. N O, the Constable, for summoning witnesses, at 10 cents each, - - - - - }

Fees for — Jurors sworn and attended, at 75 cts. ea.

Fees for — witnesses sworn and examined at 33 c. ea.

\$

Juror's Names.

Juror's Names.

Witnesses Names.

{ Coroner for the county
of

It is also provided, That every Coroner within the county for which he is appointed, shall, after the return of an inquisition of the Jury, upon the view of a dead body of any stranger, bury said body in a decent manner ; and the expenses thereof, together

with all the expenses of said inquisition and the coroner's fees, shall be paid to said coroner out of the Treasury of this State, an account of said expenses being first examined and allowed by the Legislature, in the same manner that accounts for State paupers are allowed. Provided the coroners who shall return the inquisition, shall certify under oath, that the person found dead, was a stranger not belonging to this State, according to the best of his knowledge and belief; otherwise the expenses of taking up and burial, shall be paid to such coroner, by the town where such dead body was found, and repaid to them by the town to which said stranger belonged, if an inhabitant of this State; and the expenses of said inquisition shall be paid to the coroner, by the county in which the inquisition shall be taken.

Power and Duty of Coroners in proving legal processes.

It is by law provided, That every Coroner within the county, for which he is appointed, shall serve all writs and precepts, when the sheriff or either of his deputies shall be a party to the same; and shall, if present in court, return jurors *de talibus circumstantibus*, in all causes where the sheriff of the county shall be interested or related to either party. And when the office of sheriff in any county may be vacant by death, resignation, removal or otherwise, the several coroners of such county be, and they are respectively authorized and empowered to execute and return all writs and precepts, which are by law appointed to be executed and returned by the sheriff, until another sheriff for such county shall be appointed and legally qualified, and such coroners shall have notice thereof. Coroners are also authorized and empowered to make service and return of all writs and processes to them duly directed in which towns or plantations, of which they are in-

habitants, are parties or interested, any law, usage or custom to the contrary notwithstanding.

Powers and Duties of Sheriffs and Constables.

It is by law provided, That the sheriff of each county in this State, shall have power, and it shall be his duty, and the duty of each of his deputies, to serve and execute within his county, all writs and precepts to him or them directed and committed, issued from good and lawful authority; including all writs and processes in which towns, of which they are inhabitants, are parties or interested.

If any sheriff or his deputy, shall unreasonably neglect or refuse to pay to any person, any money received by him upon execution to the use of such person, upon demand thereof being made, he shall forfeit and pay to such person five times the lawful interest of such money, so long as he shall so unreasonably detain the same after such demand is made.

It is also provided, That no sheriff or deputy sheriff shall be suffered to appear in any court, or before any Justice of the Peace, as attorney to, or in behalf of, or assisting, or advising to any party in a suit; nor shall any sheriff, or his deputy be allowed to draw, make or fill up any plaint, declaration, writ or process, or to draw or make any plea for any other person; but all such acts done by either of them shall be void.

It is also provided, That if any person shall, with an intent thereby to procure himself to be retained as an attorney, or employed as a justice of the peace, sheriff, deputy sheriff, coroner or constable, in the collection of any note, account or other demand whatever, by a suit at law, or with an intent thereby to procure and obtain any promissory note, account, or other demand for the purpose of mak-

ing to himself any gain or profit from the writs or fees, arising in the collection thereof, by a suit at law, directly or indirectly loan or advance any sum or sums of money ; or shall promise to loan or advance any sum or sums of money ; or shall forbear and give day of payment ; or shall promise to forbear and give day of payment of any sum of money due on any demand left with such person to be by him collected ; or shall pay or assume to pay any debt of any person whatever ; or shall purchase any goods or chattels, or shall give or promise any valuable consideration whatever, with an intent thereby to procure and obtain any promissory note, account or demand, for the purpose of making to himself any gain or profit, from the writs or fees, arising in the collecting thereof, by a suit at law ; every person so offending, shall forfeit and pay a sum, not more than five hundred, nor less than twenty dollars for each and every offence, to be recovered by indictment in the Supreme Judicial Court.

It is also further provided, That if any person, with any of the intents and purposes mentioned (*in the section preceding*) shall become liable or responsible in any manner whatever, directly or indirectly, for the payment of money or other things, or shall become surety for another, or shall become party to any security or assurance for the payment of money or other commodities whatever, or shall request or advise or procure another person so to become liable or responsible, or surety, or party, as aforesaid, every person so offending, shall be liable to the pains and penalties mentioned, (*in the section aforesaid*) to be recovered and appropriated in the manner therein provided.

A Constable, in order to be legally qualified for discharging the duties of his office, must give bond to the Treasurer of his town in the sum of two hundred dollars, with two sureties, sufficient in the opi-

ion of the selectmen and town clerk, for the faithful performance of his duties and trusts; and for any process he shall serve or execute before giving such bond, he shall forfeit and pay not less than twenty, nor more than fifty dollars, recoverable to the use of any person who shall sue for the same. A constable in the execution of the warrant, or writ to him directed by lawful authority, shall have authority to convey as well any prisoner or prisoners, as things that he may have taken into his custody, either to the justice issuing such warrant or writ, or to the common gaoler or house of correction of the county where such constable is an inhabitant, according as in the writ or warrant may be directed.

And any Sheriff, Deputy Sheriff, or Constable, being in the execution of his office for the preservation of the Peace, or for the apprehending or securing any person or persons for the breach of the same, or for any other criminal cause, shall have lawful authority to require suitable aid and assistance therein.

It is also provided, that any constable in any town or plantation within this State, be, and he is authorized and empowered to serve upon any person or persons in the town or plantation to which he may belong, any writ, summons or execution, in any personal action, where the damage sued for, or recovered, shall not exceed one hundred dollars; including all writs and processes to them duly directed, in which towns or plantations of they are inhabitants, are parties or interested, and return thereof to make to the court to which the same may be returnable.

It is also provided, that no person shall serve or execute any civil process, from midnight preceding to midnight following the Lord's day: but the service thereof shall be void, and the person serving the same shall be as liable to answer damages to the party aggrieved, as if he had done the same without any such civil process.

All actions against Sheriffs, for the misconduct

and negligence of their Deputies, shall be commenced and sued within four years next after the cause of action, (*and not after.*)

Sect. 5, of an act respecting the attachment of property, &c. enacts, that when goods or chattels shall be taken to satisfy an execution issuing upon a judgment obtained, such goods or chattels shall be safely kept, by the officer, at the expense of the debtor, for the space of four days next after they are so taken; and if within that time the owner shall not redeem the same by otherwise satisfying the execution, such goods and chattels shall be sold at public vendue, to the highest bidder, having first been advertised, by posting up notifications of the time and place of sale, forty-eight hours before the expiration of the four days, in the town or place where the sale is to be; and the money arising upon such sale shall be applied to the paying charges and the satisfying the execution; and the officer shall return the overplus, (if any there be) to the debtor. And the officer, who is possessed of the execution shall make return of the execution, with his doings therein, particularly describing the goods taken and sold, and the sum for which each article was struck off; and if any officer shall be found guilty of any fraud in the sale, or in the return, he shall be liable to the debtor to pay him five times the sum defrauded, to be recovered by action of the case.

Sect. 6 enacts, That an attested copy or copies of execution, left with the Clerk, Treasurer or Cashier of any turnpike, bridge, canal or other corporation, and an advertisement of the time and place of sale being once published within (said) thirty days after judgment, shall be deemed a taking such shares or interests in execution, pursuant to the attachment on the original writ; and so many of said shares, or so much of said interest may be sold on said execution at public vendue, to the highest bidder, as shall be sufficient to satisfy the same, and the char-

ges of the sale, after notice shall have been given of the time and place of sale in manner as hereinafter provided; and in case the officer making the sale, or the purchaser or purchasers of any such shares or interest do cause an attested copy or copies of such execution, and the officer's return thereon to be left with such Clerk, Treasurer or Cashier, within fourteen days after the sale is completed, and pay for the recording of the same, such purchaser or purchasers shall be thereby entitled to such shares and interest, with all the privileges appertaining thereto, and the income and dividends which may have accrued or been made on the same subsequent to the attachment thereof on mesne process; and it shall be the duty of the proper officer or officers of such corporation, to issue to the purchaser or purchasers under such execution, such certificates as by the by-laws and regulations of such corporation are the evidences of the shares or interest of a proprietor in such corporation.

Sect. 7 *enacts*, That in making sale of any such shares or interest, the officer holding the execution shall give notice in writing of the time and place of sale to the judgment debtor, by leaving the same at his last and usual place of abode, if within the county in which the said officer dwells, and public notice of the said time and place of sale, by posting up notifications thereof in one or more public places in the town or plantation where such sale is to be made, and also in one or more public places in the two adjoining towns, thirty days at least before the time of sale, and further shall cause an advertisement, expressing the time and place of sale, and against whom such execution shall have issued on which such shares or interests have been taken, to be published three weeks successively before the day of sale, in some public newspaper printed in the county where the sale is to be made, if any such be therein printed, and in case no such paper is therein

printed, then such advertisement shall be published in some public newspaper in the nearest county wherein a newspaper shall be published; and in case the judgment debtor has at no time resided, or does not then dwell in such county, the posting up such notifications, and publishing such advertisements in manner aforesaid shall be deemed sufficient notice of such sale; and in case the shares or interest so notified for sale, shall not, for want of purchasers, be disposed of at the time appointed for sale, the officer shall adjourn the sale for a time not exceeding three days, and from time to time, until the sale shall be completed; and the surplus monies (if any there be) arising from such sale, beyond satisfying the contents of the execution, and necessary intervening charges, the officer shall pay the debtor, or deposit the same with the Treasurer or Cashier of the corporation, for the benefit of the debtor and subject to his order.

Sect. 9 *enacts*, That whenever any judgment has been, or may hereafter be recovered in any Court of law, against any turnpike, bridge, canal or other company incorporated by law, with power to receive toll, the franchise of such corporation, with all the privileges and immunities thereof, as far as relates to the right of demanding and receiving toll, as well as all other corporate property, whether real or personal, shall be liable to the satisfaction and payment of such judgment, and may be taken and sold on execution at public vendue; the officer first giving notice of the time and place of sale, by posting up a notification thereof in any town or plantation, in which the Clerk, Treasurer, or any of the Directors of said corporation may dwell, thirty days at least before the time of sale, and also by causing an advertisement, expressing the name of the creditor, amount of said execution, and the time and place of sale, to be inserted three weeks successively in some public newspaper, published in

any county in which either of the aforesaid officers of said corporation may dwell, (if any such newspaper shall be there printed) the last publication to be at least four days before the day of sale.

Sect. 12 *enacts*, That the officer who may levy any execution or warrant of distress by virtue of the ninth and thirteenth sections of this act, shall be authorized to adjourn the vendue from time to time, not exceeding ten days at any one time, until the sale shall be completed.

Sect. 13 *enacts*, That the lands, tenements or hereditaments of any bank already incorporated, or which may hereafter be incorporated by law, may be taken in execution, and sold at public vendue, to the highest bidder; and in every such case, the officer who shall levy such execution shall be empowered to execute to the purchaser a good deed or deeds of any such lands, tenements or hereditaments, having first given notice of the time and place of sale, at least fourteen days previous thereto, in two or more public places, in the town or place where such lands or tenements lie, as also in two adjacent towns; and all deeds and conveyances of any such lands, tenements or hereditaments duly executed as aforesaid, shall be good and effectual in law to transfer to the purchaser, his heirs and assigns forever, all the right, title and interest therein, which belonged to said corporation; any law, usage or custom to the contrary notwithstanding.

Sect. 17 *enacts*, That all rights in equity of redeeming real estate mortgaged, shall be liable to be taken in execution upon judgment, for the payment of the just debts of the mortgager or owner, and the officer having such execution is hereby authorized to make sale of the same at public vendue, and to make, execute, acknowledge and deliver to the highest bidder, good and sufficient deed or deeds of any estate so sold, in manner as is hereinafter expressed. And the officer shall give

notice in writing, of the time and place of sale to the debtor in person, or by leaving the same at his last and usual place of abode, and public notice of the said time and place of sale, by posting up notifications thereof in two or more public places in the town or plantation in which such mortgaged estate is situated, and also in one or more public places in two adjoining towns, thirty days at least before the time of sale; and further shall cause an advertisement of the time and place of sale to be published three weeks successively before the day of sale, in some public newspaper printed in the county in which such real estate lies, if any such newspaper shall be there printed, and the notifications aforesaid being given or posted up within the space of thirty days after judgment given, whereon such execution shall issue, the attachment shall hold the equity, attached as aforesaid, until the levy of such execution can be completed in manner hereinafter described. And in case the estate notified for sale, as aforesaid, shall not be disposed of at the time and place appointed, the officer shall adjourn the vendue, not exceeding three days, and so from time to time until the sale shall be completed. And the surplus monies (if any there shall be) arising from such sale, beyond satisfying the debt, costs, and necessary intervening charges, the officer shall return to the debtor.

The following observations respecting the general powers and duties of sheriffs, coroners and constables, are extracts from Backus' Sheriff, with his references annexed.

To justify the sheriff in arresting a man on the suspicion of felony, there must have been a felony actually committed. *Dalt. Sher.* 28.

By the common law, the sheriff is the same officer to the court of king's bench, as the constable is to the justices of the peace.

Salk. Rep. 1, 175, 380.

Courts, considering the nature of the sheriff's office, will never give the law a rigid construction against them, where they have acted intentionally right, though by an inadvertence to the letter of the law their conduct was wrong. *Comp. Sher.* 14.

In the State of Massachusetts, (and the same is presumed to be law in the State of Maine) if a defendant is misdescribed, as to the place of his abode, in the original writ, which is legally served upon him, and judgment is rendered thereon upon default, and execution issues in pursuance thereof, and is levied upon his goods, the officer, who serves such execution is not liable in an action of trespass, on account of such misdescription. The officer is not holden to look beyond his execution. If with the execution in his possession, he finds within his precincts the goods of the defendant, and takes and sells them as commanded, he is not a trespasser.

Mass. T. R. 1, 76.

Trespass lies against an officer, who executes the process of a court not having jurisdiction.

Craunch, 3, 335, 336, 337, *S. C. U. S.*

The ministerial office of the coroner is only as the sheriff's substitute. For when just exception is taken to the sheriff for suspicion of partiality, (as that he is interested in the suit, or of kindred to either party, plaintiff or defendant,) the process must be awarded to the coroner instead of the sheriff, for execution.

Bl. Com. I. 349.

If a writ be directed to the sheriff without mentioning his deputy, yet it may be served by a deputy.

For felony and suspicion of felony sheriffs and constables may break the house to apprehend the felon ;* but if the suspicion arises in the mind of a third person, and is by him communicated to the constable, he must accompany the constable, and be present at the breaking.†

*Coke 90. V.

†H. P. C. II. 19.

If a sheriff, or other officer, come to arrest a person, and before the officer can make the arrest, the defendant flies; the officer may pursue him, and take him, even in another county, but must use no violence to him, he not having been actually arrested before he fled; but if, after being arrested, he flies, and when overtaken, draws any weapon, the officer may justify an assault and battery to take him. *Dalt. Sher. 111.*

If an officer arrest a person without warrant, though one may be delivered to him immediately after, to arrest the party for the same cause, yet the action is tortious, and the officer liable in an action of false imprisonment by the party, and may be amerced. *Dalt. Sher. 111.*

If a person is in custody of the sheriff, by lawful authority, (except for criminal matters,) and another writ is delivered to the sheriff, commanding him to take the body of such person then in custody, by virtue of such other writ, and such sheriff shall refuse to receive such other writ, or shall not hold the prisoner upon it, it will be an escape in the sheriff, though he made no formal arrest by the second writ. *Dalt. Sher. 114.*

If an officer arrest a person on a *capias*, or writ of attachment, or other lawful process, and returns *non est inventus*, the person arrested may maintain false imprisonment against such officer. *Dalt. Sher. 113.*

In the service of an attachment, the officer may not take the goods or estate of the defendant, and also take his body: and if after having taken the defendant's goods or estate, he also take his body, such officer is liable in an action of false imprisonment, in favor of the person whose goods, or estate and body are so attached. *Root. II. 343.*

A married woman must be attached by the goods of her husband. *Dalt. 157.*

An officer cannot attach the estate of the defendant on mesne process, after having arrested his body

on the same writ, and taken bail for his appearance at court. And if, after making such arrest and taking bail, the officer, without giving up the bail bond, attach estate, and make return thereof; but in his return make no mention of such previous arrest, he is liable to an action for a false return. And such action lies for a third person, who had caused the same estate to be afterwards attached at his suit.

No one may be arrested in any civil action, but by some writ, precept or command, issued by some court, judge or justice, having authority therefor. But for treason, felony, or breach of the peace, any person may arrest, without warrant or precept.

Terms de ley, 54.

To constitute an attachment of goods an officer must take them into his actual possession and custody, as on seizure by execution.

Mass. T. R. 163, 164.

Implements of husbandry used in tilling are not within the statute exempting the tools of a debtor from attachment and execution. *Mass. T. R.* 113.

Although in the opinion of the officer the goods or estate by him (*in any case*) taken are insufficient to satisfy the plaintiff's demand, and on that account he takes the body, he is a trespasser. *Root*, 346.

A minister of religion, while performing divine service in a church, churchyard, or other place of public worship, may not be arrested on civil process, unless his stay or continuance is with a fraudulent design.

If an arrest be made after the return day of the writ, the arrest is void, and the officer liable in false imprisonment.

Esp. N. P. cases. I. 45.

If a defendant be taken on execution, and give the plaintiff a draft, saying it will be paid immediately, and is thereupon discharged out of custody, and the bill is dishonored, he may be again arrested on the same execution.

Ter. Rep. v. 25.

If an execution be directed to the sheriff, to levy the goods of A, and A's goods are in B's house, if

the sheriff request a delivery of the goods, and the are refused, he may justify breaking and entering the house, and taking the goods. *Co.v.* 93. *Sid.* 186.

When once in a house, the sheriff may break open not only inner doors, but also trunks and chests, to complete the execution of his writ.* But it seems, that before breaking trunks or chests, the officer ought to demand that they be opened.

If the sheriff, having arrested the defendant, return that he is sick, and after admits him to bail, no action lies against the sheriff.† But if he return that he has taken the body, and has him ready in court ; or that he is sick, when he is in fact at large without bail, an action lies for the false return.

If the defendant who has given a bail bond, surrender himself to the sheriff before the return of the writ, the bail bond may be given up ; and it will be considered as if no such bail bond had been given, and the sheriff not liable for not assigning the same.

Term. Rep. 75, 3 & VII. 122.

Nor is a deputy sheriff, who has collected money on an execution in his hands, not yet returnable, liable in an action of foreign attachment, as a trustee to the creditor in such execution. When an officer receives money upon an execution, the law prescribes his duty in relation to it. He is not bound to pay it over to the creditor until the return day of the execution. From his receipt of it, until that day, it is not the creditor's money, but is in the custody of the law, and is not liable to be arrested in the hands of the officer. The money collected on execution by an officer, is not while in his hands the property of the creditor, and cannot be either his goods, effects, or credits. And if the officer has not in his hands any goods, effects, or credits of the creditor in execution, he certainly cannot be his trustee.

Mass. T. R. III. 289.

If a coroner, who is sued for neglect of his duty

* *Show.* II. 87. *Cro. Eliz.* 99.

† *Cro. Eliz.* 852. *Bac. Abr.* IV. 462.

as such, be also a deputy sheriff, the service of the writ by another deputy of the same sheriff is bad.*

Brown vs. Gordon. 1. Greenl. Rep.

If the sheriff, in replevin, return, the cattle were in a fort, castle, or park, so that he could not make deliverance, it is bad ; for he might have taken the *power of the county* with him. Nor may he in such case return resistance, for the same reason.

Dalt. Sher. 165.

A bond given to indemnify the sheriff against an escape already happened, is good.

N. Y. T. R. i. 460.

False imprisonment lies against the officer for an arrest, under colour of an execution, after the return day of the same.

Day III. 1.

The following are extracted from the Civil Officer.

Arrest must be by seizing or touching the body, after which the officer may break open the house to take his prisoner, but not before, for every man's house is by the law considered his castle.

If an officer lays hold of one by the hand, as he holds it out of a window, this is such an arrest, that he may afterwards justify breaking open the house to carry him away.

A sheriff is bound to execute process from a court of competent jurisdiction ; and though there be no cause of action ; or the process be erroneous, he is not responsible.

The officer must not break an outer door to arrest a man, on mesne process or execution ; but he may break an inner door to execute his precept, if he has gained admission at the outer door.

* This decision was made in conformity to the statute law of this State, " which (*the court observed*) is express, that one deputy cannot legally serve a writ on another deputy, (*of the same sheriff*), nor on the sheriff." In this case the sheriff, who served the process was not a coroner ; if he had been such, he might have served the writ in that capacity. We can also state upon the authority of the reporter, that a sheriff, who is a coroner, can legally serve a writ upon another deputy and coroner, in his private or official capacity, or upon the sheriff of the county, he doing the same under his authority as coroner.

And it is said, that though the door be not locked or bolted, but only latched, the officer may not draw the latch and enter.

But, if the door be open, and the officer comes and shows his process, and offers to enter to execute the same, and the defendant shut the door against him, the officer, giving notice of the cause of his coming, and requesting to have the door opened, may then break open the door, if the party refuse to open it.

This privilege extends only to the owner of the house or inhabitant of it, not to protect any stranger, who flies to the house, or his goods. So that if the officer, having process against a stranger, desires to have the door opened, or to have the body of the party flying there, he may, on denial, break open the house and execute his precept.

But in all cases, where the officer has a precept in favor of the State, or any criminal process, he may break open the door even of the owner of a house, first giving notice of the cause of his coming, and requesting that the door may be opened.

The officer need not show his precept, unless desired, nor until the defendant has quietly submitted to the arrest; but on demand, he must show his authority.

Coroners' Fees—established by law.

For serving a writ, summons or execution, collecting moneys due thereon, travel in returning precepts and inquisitions, the same, as is allowed to Sheriffs for similar services. For a bail bond, *twenty-five cents*; every trial where the Sheriff is concerned, *twenty-five cents*; and the same for attending the jury therein.

Granting a warrant, and taking an inquisition on a dead body, *one dollar*; if more than one at the same time, and who came to their death by the same means, *twenty cents* for each one after the first.

Travel and expense for taking an inquisition, *one dollar* a day to each juryman, for their travel ; if above four miles out, *three cents* a mile each way ; and for their services *seventy-five cents* per day, including time and expenses : The Constable for his attendance &c. *ninety cents* a day. The aforesaid charges to be paid out of the County Treasury.

Sheriff's and Constable's Fees.

For service of an original summons or scire facias, *thirty cents* ; if on more than one Dft. *thirty cents* each.

Of writ of attachment on one Dft. with summons, *thirty cents*.

Special service by written direction of the Plf. *fifty cents*.

Where the officer leaves a copy in order to complete the service, or gives a copy of the precept on demand thereof, *twelve cents* a page. A page is 224 words.

For a bail bond, and writing the same, including principal and sureties, to be paid by the person admitted to bail, and taxed for him if he shall prevail, *twenty cents*.

Serving a writ of possession, exclusive of fees for collecting on the costs, *one dollar and ten cents* ; if on more than one piece of land, *seventy-five cents* for each piece of land after the first.

The fees for collecting the costs on a writ of possession, the same as on executions in personal actions.

Serving a warrant, *thirty cents*.

Sheriff's aid in criminal cases, to each person for every twelve hours attendance, including expenses, *one dollar*, and so in proportion for a greater or less time ; and *four cents* for each miles travel going out and returning home.

Summoning witnesses in criminal cases, *ten cents* for each witness, and travel as in civil causes, unless in special cases, when the court may increase the fees to what they may judge reasonable.

For Sheriff's or Constable's attending the Court, and keeping the prisoner, in criminal cases, *seventy five cents* for a greater or less time.

Levying executions in personal actions for the first one hundred dollars, *four cents*; for every dollar above that, and not exceeding two hundred dollars, *two cents* for every dollar; and for all above two hundred dollars, *one cent* for every dollar; travel for the services of such execution, and also of mesne process or warrant to him directed, *four cents* a mile, the travel to be computed from the place of service to the Court or place of return by the usual way; only one travel shall be allowed for one writ, execution or warrant, and if the same be served on more than one person, then the travel shall be computed from that place of service which may be most remote from the place of return, with all further necessary travel in serving such execution, writ or warrant: but if the travel from the place of service to the place of return be more than fifty miles, then only one cent a mile shall be allowed for all travel exceeding that distance. The travelling fees and fees of service shall be endorsed by the officers serving the same, otherwise they shall not be allowed.

Serving an execution upon a judgment of Court for partition of real estate, or assigning of dower, *one dollar* a day, and *four cents* a mile, out from the place of his abode. And no Sheriff shall demand or receive from any of his deputies more than at the rate of *twenty five per cent.* on the amount of fees for travel and service.

For returning the certificates of votes of the several towns for Governor and Senators to the Secretary's office, *eight cents* a mile, computing from the place of his abode to the Secretary's office, to be paid out of the Treasury of the State; and but one travel shall be allowed for the whole.

To the officer attending the Grand Jury, for each days attendance, *seventy-five cents*.

The officer attending the traverse Jury, for every cause, to be paid with the Jury fees, *twenty-five cents*.

For dispensing venires for jurymen, Treasurer's warrants and proclamations of all kinds, *eight cents* each.

To each appraiser of real estate for extending execution or assigning dower, *one dollar* a day, and travel at the rate of four cents a mile going out and returning home.

For every deputy sheriff or constable, who shall attend the S. J. Court, or Court of Sessions, or Court of C. Pleas, by their order, *one dollar and fifty cents* a day, to be paid out of the county Treasury.

To the sheriff for each day's attendance in the S. J. C. or Court of C. Pleas, *five dollars*; and *two dollars* per day for attending the Court of Sessions, and at the rate of two dollars for every ten miles travel from his place of residence to the court.

To a constable for the service of venires, *twenty-five cents*, and *four cents* a mile for travel to the clerk's office, to be paid out of the county treasury.

It is also provided, That every officer or other person upon receiving any such fees, as are (*herein before*) stated, shall, if required by the person paying the same, make out a particular account of such fees, in writing, specifying for what they accrued, upon pain of forfeiting to the party paying such fees, treble the sum by him or them so paid, to be recovered with costs by an action of debt, in any court proper to try the same.

And further, That if any person shall wilfully and corruptly demand and receive any greater fee or fees for any of the services aforesaid, than are (*as aforesaid by law*) allowed and provided, or if any witness, shall falsely, wilfully and corruptly certify that he has travelled a greater number of miles, or attended a greater number of days, than he has actually travelled or attended, he shall forfeit and pay, not less than five dollars, nor more than thirty dollars for every offence, to be recovered with costs, either by presentment in the S. J. Court, or Court

of C. Pleas, in which case the forfeiture shall accrue to the State.

Return on writs of Attachment.

C—, ss. (*Date.*) CEPI CORPUS.

By virtue of this writ I have taken the body of the within named C D, and he gave bail, which is hereunto annexed.

D S, *Dep. Sheriff.*

Attachment of Personal Estate.

C—, ss. (*Date.*)

Pursuant to this writ, I have attached forty-five dollars, in cash, as the property of the within named C D, (and which he has delivered to me for that purpose) and I gave him, at the same time, a summons in hand.

D S, *Dep. Sheriff.*

Attachment of Real and Personal Estate.

C—, ss, (*Date.*)

By virtue of this writ, I have attached all the right and interest which the defendant has in and to a certain store or building standing near —, in the town of R, (*at — o'clock P. M.*) this day; I also attached all the right and interest which the defendant has in and to the farm on which the said within named C D lives, lying in the town of R, on both sides of the road leading to S, with the dwelling-house on one side and barn on the other side, however bounded or described; and also I have attached the articles named in the schedule hereunto annexed; all of which is to the value of five hundred dollars, and have left a summons at the said C D's dwelling house.

C D, *Dep. Sheriff.*

On Writ of Original Summons.

C—, ss. (*Date.*)

I have served this writ on the within named C D, by leaving an attested copy thereof at the dwelling house standing on the within described premises, it being his last and usual place of abode in F.

N O, *Constable.*

On Writ of Scire Facias.

By virtue hereof I have made known to C D, within named, by giving him an attested copy of the within writ, in hand.

D S, *Dep. Sheriff.*

NOTE. A return is sufficient, if it can be ascertained by (*i. e. if it conforms to the directions of*) the writ. *Com. Dig. V. 444, 445.*

*On Trustee Writ.**

C—, ss. (*Date.*)

Pursuant to the within writ, I summoned the within named defendant, by reading the same to him (*or by leaving a true and attested copy of the same at his last and usual place of abode*) and also served the same upon (or attached all the goods, effects and credits of the said A B, in the hands and possession of) the within named C D, by reading to him the within writ (*or by learying &c.*)

D W, *Dep. Sheriff.*

On Replevin Writ.

C—, ss. (*Date.*)

By virtue of this writ (*to me directed*) I have replevied the within described goods and chattels (*or cattle*) to him, the said A B, and having taken bond of the said A B, with sufficient sureties for prosecution of this writ, and return of said goods and chattels (*or cattle*) if return shall be adjudged. And have summoned the said S T, for his appearance at court, by reading this writ in his presence (*or hearing, or to him*) or by leaving a true and attested copy of this writ, at his dwelling-house or usual place of abode in said —, (or at his last and usual place of abode, &c.)

T B, *Coroner.*

Another.

C—, ss. (*Date.*)

By virtue of this precept I have replevied the within mentioned goods and chattels, and delivered them to the Plf. having taken his bond and receipt, as hereunto annexed, according to law. I have also summoned the within named A B to appear, by giving him an attested copy of this writ.

C D, *Coroner.*

Receipt of the Plaintiff in Replevin.

Received of C D, the within mentioned good and chattels.

E. T.

Return of an Execution—Property Replevied.

C—, ss. (*Date.*)

This execution was put into my hands by the plaintiff's attorney, on the — day of &c. and the

*If service be first made on the trustee, let the return be so made; and if, after such service, before service on the dft., other trustees are inserted in the writ, or remain to be served with the same, let the return for each be made according to the time of service.

property on the original writ having been taken from my possession, on the — day of —, by A B, a coroner in said county, by virtue of a writ of replevin, wherein C D was plaintiff. I, therefore, in pursuance of this precept, on the — day of —, demanded the said property of the said A B and the said C D, who then and there severally refused to redeliver the same to me—and not finding any other property of the defendants in my precinct to satisfy this execution, (*the property attached on the original writ having been taken from me as aforesaid*) I return the same in no part-satisfied.

D S, *Deputy Sheriff.*

Return of Execution when goods are sold.

C—, ss. (*Date.*)

By virtue of this execution, I took the goods in the schedule annexed, mentioned as the property of E F, and having safely kept the said goods, for the space of four days, next after they were so taken, and having advertised them for sale, forty eight hours before the expiration of said four days, by posting up notifications of the time and place of sale in the town of R, where the sale was to be, and the debtor not appearing to redeem them, I sold them this day, at public vendue, to the highest bidder, at the pieces in the annexed schedule set against each article : which sale produced in the whole the sum of —. I therefore return this execution satisfied in full, and having deducted the amount of my fees and the sum due on this execution from the sum produced by the sale, I have returned the surplus, being — dollars, to the debtor.

E F, *Dep. Sheriff.*

*Return of the Levy of an Execution on Equity of Redemption.**

C—, ss. (*Date.*)

I levied this execution upon the right in equity,

*For Officers return when real estate is set off on execution, see page 101.

which the within named J W had to redeem a certain parcel of land, situate in D, in said county, containing — acres, more or less, bounded &c.— being the same premises, which were conveyed in mortgage by the said J W to D G, and on the — day of —, 18 , I made sale of the premises at public vendue, to E P, he being the highest bidder therefor, at the sum of — dollars to satisfy this execution in part, (or in full, *as the case may be*) first having given notice, in writing of the time and place of sale, to the said J W, in person, (*or by leaving a written notification thereof at his last and usual place of abode*) and having given public notice of the time and place of sale, by posting up notifications thereof in two public places in said town of D, and also in one public place in the town of G, and one in F, being two adjoining towns, for more than thirty days before the time of sale; and I made and delivered to the said E P, a deed conveying all the right of the said J W to redeem, as aforesaid. I therefore return this execution satisfied in full (*or, I therefore return this execution satisfied in part,*) to wit, for the sum of —, and for want of other goods and estate, I return it no further satisfied.

D S, *Dep. Sheriff.*

OFFICER'S FEES.

Service,	-	-	-	-	-	\$
Travel 18 miles,	-	-	-	-	-	
Advertising,	-	-	-	-	-	
Per cent.	-	-	-	-	-	
Drawing Deed,	-	-	-	-	-	
Acknowledging Deed,	-	-	-	-	-	

NOTE. The returns upon all legal precepts are, and necessarily must be, almost as various as the transactions of business; but in general it may be observed, that an officer will be correct in making his return, if (*when successful*) he follow, as nearly as possible, the words of his precept, together with the words of the statute relating to the particular case; and if (*when unsuccessful*) he follow likewise the words of his precept, in stating his faithful endeavor, and failure, to perform the final commands of the same.

CORRECTIONS AND ADDITIONS.

Page 26, at the end of "Deed given by the inhabitants of a town," dele "In witness, &c." and insert after the word "name," in the line above, "this — day of &c."

Page 28, line 3d, from the bottom, after the word "days," insert the words, "previous to the day of sale first herein after mentioned, and within thirty days."

Page 28, line 6th and 7th from the top, instead of "having duly advertised the premises according to law"—and page 30, line 8th from the top, instead of "giving due notice," express in full the manner in which advertisement was made and notice given, as pointed out in the statutes providing for public sales. The facts will show if it was done according to law.

Page 32, line 6th, after the word "Gazette," for "and," read "or"; line 7th from the top, after the word "sale," name the places where the notifications, "viz. one in the town of A, (*where the real estate lies*) and one in each of the adjoining towns of W and S, (*and one in Y, where the intestate last dwelt.*)"

Page 37, in "lease of land," line 10th from the end, after the word, "thereof," insert the words, "and inevitable casualties."

Page 59, In Mittimus, line 11th from the first, for "a Recognizance," read "bond."

Page 82, Declaration No. I. Action according to the same will not lie, by decision of C. J. Parsons, in case of Paul vs. Frazier, in III. Mass. R. p. 71. This declaration was copied from Anthon's American Precedents, latest edition, where it stands without correction. "Damages are recoverable for breach of a promise of marriage," which must be distinctly alleged, or the action cannot be supported.

Page 101. In officer's return, line 16th from the bottom, after the word "having," insert the words "entered upon and viewed and"

Page 119, line 2d from the bottom, for "obligation," read "condition."

Page 187, line 14th, after "Notes of hand," insert the words, "for the payment of money, and not, of specific articles."

Page 189, line 12th from the bottom, for "a promise to you," read "a promise to pay."

Page 190, line 8th from the top, after the word "bill," insert the words "days of grace being allowed."

In the Tariff—page 205, article "sulphuric acid," for 12 1-2 per cent, read 3 cents per lb.

Page 203, line 9th from the top, after the words "Canon, of cast iron" for "1 cent per lb." read "25 per cent."

Pages 205, 7th line from bottom; 209, 16th line from bottom; 214, 20th line from top; 217, 14th line from top; 218, 19th line from top, after the words "Bolts, Nails, Rods and Spikes, copper or composition," for "4 c. per lb." read "25 per cent."

Page 209, line "Coin of all kinds," for "ditto," in this and the three following lines, read *per cent.*

Same page, line "Cornelian Stones," for "ditto," read *per cent.*

Page 219, line "Court Plaister," for 5 read 15.

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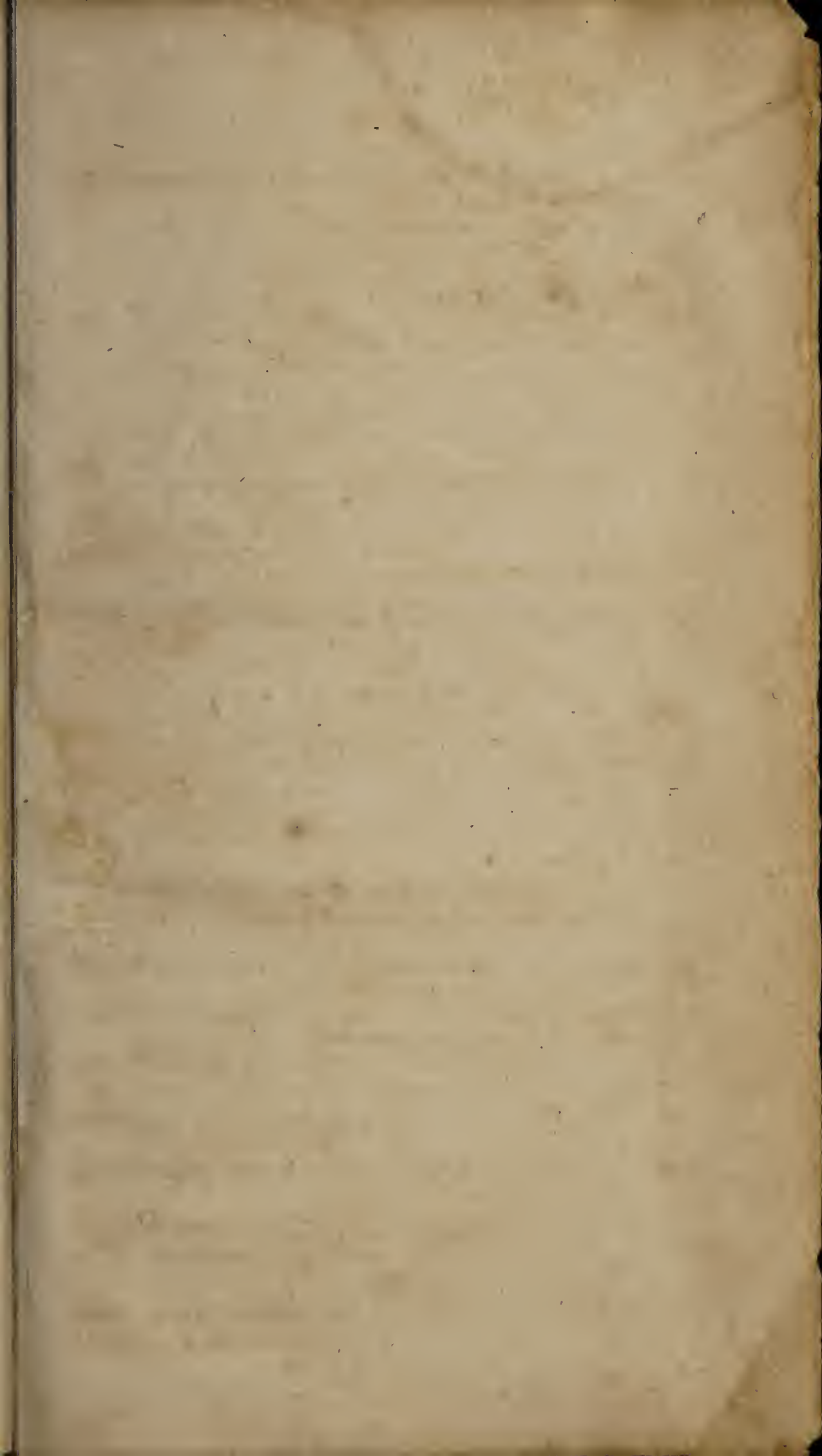
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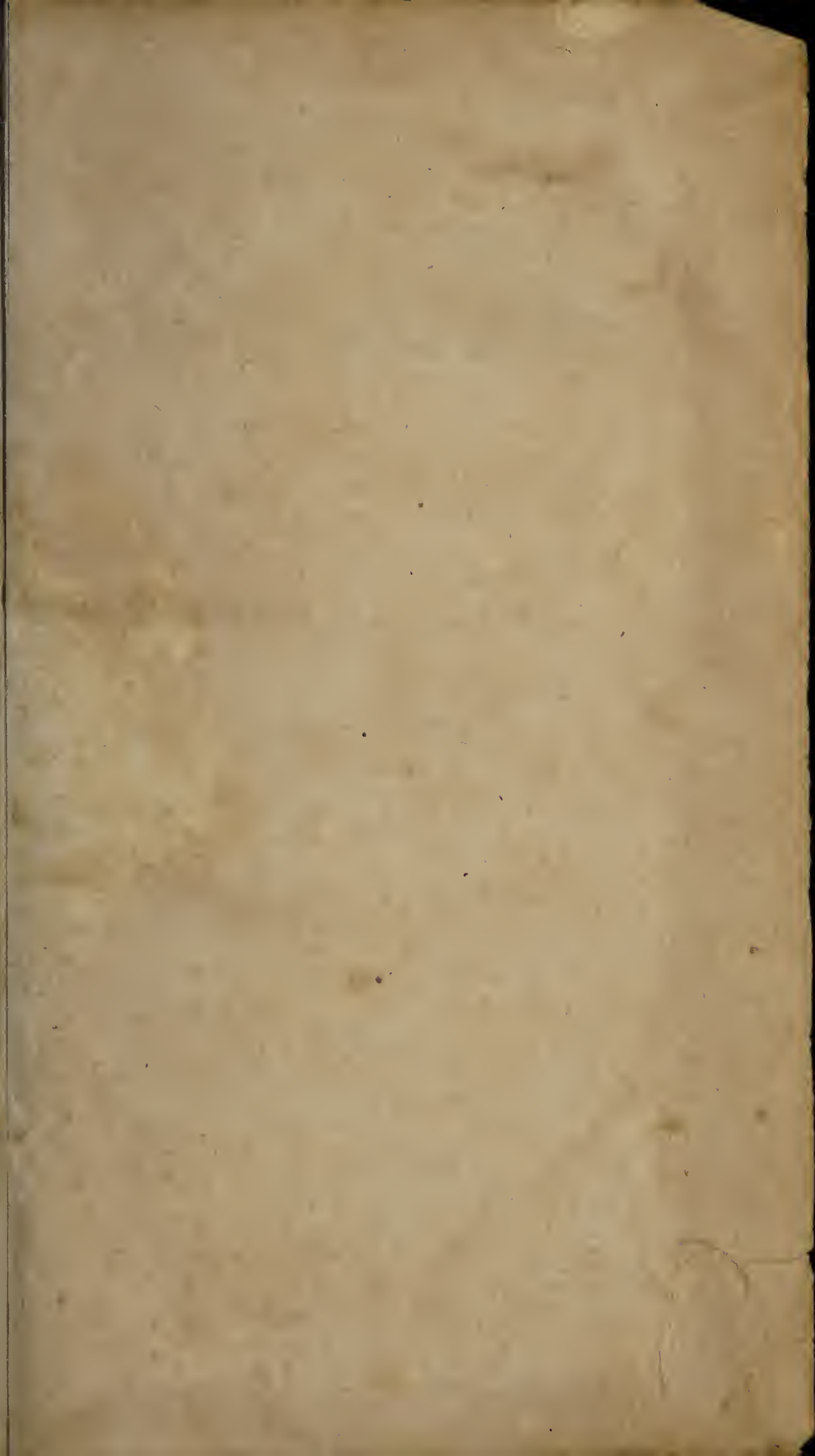
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